

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

T. R. HINAN CONTRACTORS INC.

(the "Owner")

-and-

THE CORPORATION OF THE TOWN OF PELHAM

(the "Town")

WHEREAS the Owner is the registered owner of the lands legally described as LT 44 PL 717 FONTHILL EXCEPT BB48321, Town of Pelham, Regional Municipality of Niagara; registered as PIN No. 64064-0585 (LT); generally known as the property at the northeast corner of Highway 20 and Pelham Street; and municipally known as 1501 Pelham Street, Fonthill, ON L0S 1E0 (the "Owner's Lands");

AND WHEREAS the Town proposes to reconstruct the intersection of Highway 20 and Pelham Street, which includes the reconstruction of traffic signals, pavement, sidewalks, crosswalks, guardrails, retaining walls, and related appurtenances (the "Works");

AND WHEREAS the Town requires a portion of the Owner's Lands to facilitate construction of the Works;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The Owner hereby agrees to sell and the Town agrees to purchase those lands shown as Part 1, Plan 59R-14361 and shown on Schedule "A" attached hereto (the "Lands"), for a purchase price of **ONE -THOUSAND THREE-HUNDRED AND NO/100 DOLLARS (\$1,300.00)** (the "Purchase Price").
3. *[The reference plan requirement has been intentionally deleted as it has already been prepared and deposited.]*
4. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.

5. The Owner acknowledges and agrees that the Purchase Price represents full and final compensation and includes, without limitation, compensation for market value of the Lands, injurious affection, disturbance damages, reduction in market value of the remainder of the Owner's Lands and any and all claims that the Owner may make pursuant to the *Expropriations Act*, R.S.O. 1990, c. E.26 for the Town's purchase of the Lands.
6. **This offer shall be irrevocable by the Owner until 4:30 p.m. on ~~January 31~~, 2011**, after which time, if not accepted by the Town, this Agreement shall be null and void.
7. *[Deposit requirement has been intentionally deleted.]*
8. The Purchase Price shall be paid by negotiable cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any, provided the title is good and free from all registered restrictions charges, liens and encumbrances, including but not limited to leases, agreements, and notices.
9. Except as otherwise provided in this Agreement, if this transaction is subject to Harmonized Sales Tax imposed by Part IX of the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended (the "HST"), then such HST shall be in addition to and not included in the Purchase Price, and the Town hereby covenants to self-assess and remit applicable HST in addition to the Purchase Price in accordance with the provisions of the *Excise Tax Act*. If this transaction is not subject to HST, the Owner agrees to provide to the Town, on or before the Closing Date, a certificate in a form reasonably satisfactory to the Town certifying that the transaction is not subject to HST.
10. **The closing date of this transaction shall be ~~February 28~~, 2011**, or prior thereto if mutually agreed in writing (the "Closing Date"). Vacant possession of the Lands shall be given to the Town on the Closing Date, unless otherwise provided for in this Agreement.
11. **The Town shall be allowed until the Closing Date to investigate the title to the Lands at its own expense.** If within that time any valid objection to title is made in writing to the Owner and which the Owner is unable to remove and which is not waived by the Town, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void and the deposit paid herein shall be returned to the Town without interest or deduction.
12. The Town shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the Owner.

13. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Owner and the Town acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and other documents intended to be registered in connection with the completion of this transaction); and (b) be subject to conditions whereby the solicitor(s) receiving documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of a written Document Registration Agreement, in a form satisfactory to the Town, between the solicitors. The Owner and the Town agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada.
14. The Owner covenants and agrees to deliver to the Town, or to whom it may direct, a transfer for the Lands suitable for registration and drawn in the name of "The Corporation of the Town of Pelham" to provide it with good title, free and clear from all restrictions, charges, liens and encumbrances including but not limited to leases, agreements, notices.
15. The Owner covenants that it will deliver to the Town on or before the Closing Date, each of the following:
- (a) vacant possession of the Lands;
 - (b) an executed Transfer/Deed of Land in registerable form duly executed by the Owner in favour of the Town (save for any Land Transfer Tax Affidavit);
 - (c) Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a current tax certificate;
 - (e) a direction regarding the payment of funds;
 - (f) statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date;
 - (g) Document Registration Agreement; and
 - (h) such other deeds, conveyances and other documents as the Town or its solicitors may reasonably require in order to implement the intent of this Agreement.
16. The Town covenants that it will deliver to the Owner on or before the Closing Date:
- (a) a cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) H.S.T. Declaration, if applicable; and
 - (e) Document Registration Agreement.

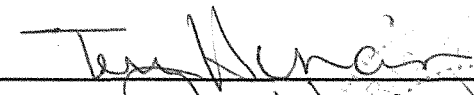
17. The Owner warrants that spousal consent is not necessary to this transaction under the provision of the *Family Law Act*, R.S.O. 1990, c. F.3, as amended, unless the Owner's spouse has executed the consent hereinafter provided.
18. The Owner shall provide on closing any certificates, affidavits, declarations or any other documents required for compliance with the *Family Law Act*, the *Income Tax Act*, R.S.C. 1985, as amended, and any other statutes, where such certificates, affidavits, declarations or documents are required to permit the conveyance of the Lands to the Town free of any claim, lien or interest of any person or government.
19. The Town shall be credited towards the Purchase Price with the amount, if any, necessary for the Town to pay to the Minister of National Revenue to satisfy the Town's liability in respect of tax payable by the Owner under the non-residency provisions of the *Income Tax Act* by reason of this sale. The Town shall not claim such credit if the Owner delivers to the Town, prior to the Closing Date, the prescribed certificate or a statutory declaration that the Owner is not then a non-resident of Canada.
20. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.
21. The Town will reimburse the Owner for its reasonable legal fees incurred in connection with the Town's acquisition of the Lands, upon receipt of an itemized statement of account. Payment of the Owner's legal fees shall not be a condition of completing this transaction.
22. The Owner represents and warrants to the Town that:
 - (a) there has been no release, deposit, spill, disposal, leakage or discharge of any contaminant, waste, pollutant, or hazardous substance on, from, under or to the Owner's Lands;
 - (b) the Owner has not received notice of any violation or alleged non-compliance with any laws, regulations, by-laws, guidelines, or policies pertaining to the environmental condition of the Owner's Lands, nor have any proceedings, investigations or other evaluations been commenced to determine whether any such violation or non-compliance exists;
 - (c) the Owner has not received notice of any claims or demands pertaining to the environmental condition of the Owner's Lands or of adjacent lands;
 - (d) there are no facts or conditions relating to the Lands that could give rise to any remedial obligations, claims, demands or orders;
 - (e) the Owner's Lands have not been used as a waste disposal site; and

- (f) no storage tanks are or have been on, at or under the Owner's Lands.
23. The Owner shall provide the Town with all consents or authorizations (written or otherwise) necessary or desirable to enable the Town to obtain information as the Town may consider necessary or advisable in determining the environmental condition of the Lands within three (3) days after the request therefor. The Owner shall further provide the Town with all documents and reports in its control or possession relating to the environmental condition of the Lands within three (3) days after the request therefor.
24. In the event that the Town is not satisfied, in its absolute discretion, with results of any inspection, environmental test, survey, or response to inquiries or if any environmental contaminants are released prior to closing, the Town may, without limiting any other right that the Town may have at its sole option, rescind this Agreement by delivering a notice of termination to the Owner and in such event the Town shall be released from all obligations hereunder.
25. The Owner and the Town acknowledge that this Agreement constitutes the entire Agreement between the Owner and the Town and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.
26. Execution of this Agreement by the Town shall be deemed to grant to the Town, its agents and contractors the right to enter into possession of the Lands and the Town to exercise any and all rights of the Owner as of the date of acceptance and without prejudice to its rights herein or acknowledgement of title.
27. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the Owner and the Town or by their respective solicitors who are hereby expressly appointed in this regard.
28. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
29. This Agreement may be executed and delivered in any number of separate counter-parts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.
30. All covenants, representations and warranties contained in this Agreement on the part of both the Owner and the Town shall not merge upon the closing of this transaction.

31. Schedules “A” – “The Lands”, and Schedule “B” – “Additional Clauses” attached hereto form an integral part of this Agreement.
32. This Agreement, when executed by the Town’s authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the Owner has on the _____ day of _____, 201 1 affixed its corporate seal attested by the hands of the duly authorized officer(s).


T. R. HINAN CONTRACTORS INC.

Per: 
Name: TERRY HINAN
Title: PRESIDENT


I/We have the authority to bind the Corporation.

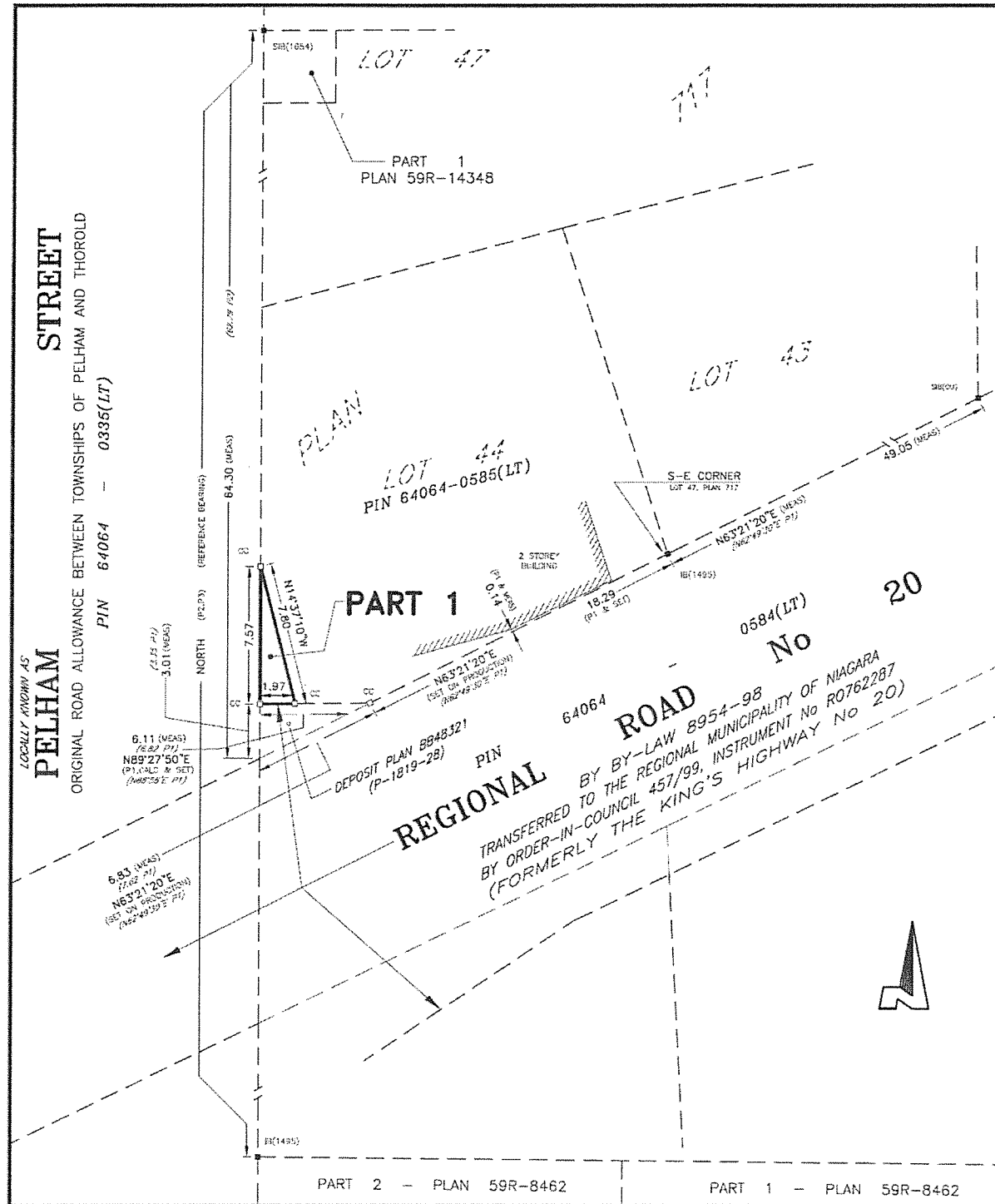
IN WITNESS WHEREOF The Corporation of the Town of Pelham has on the _____ day of _____, 201 affixed its name under the hands of its duly authorized signing officer(s).


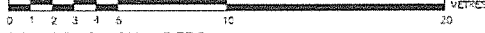

THE CORPORATION OF THE TOWN OF PELHAM

Per: 
Name: Dave Augustyn
Title: Mayor

I/We have authority to bind the Corporation.


Town Clerk.



I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.		PLAN 59R-14361 RECEIVED AND DEPOSITED																																																													
DATE 28 OCTOBER 2010		DATE OCTOBER 29, 2010																																																													
 DONALD G. CHAMBERS, B. Sc., O.L.S.		W. Stephenson ASSISTANT DEPUTY LAND REGISTRAR FOR THE LAND TITLES DIVISION OF NIAGARA SOUTH(59)																																																													
SCHEDULE																																																															
PART	LOT	PLAN	PIN																																																												
1	PART OF LOT 44	PLAN 717	64064-0585(LT)																																																												
PART 1: PART OF PIN 64064-0585(LT)																																																															
PLAN OF SURVEY OF PART OF LOT 44 PLAN 717 IN THE TOWN OF PELHAM REGIONAL MUNICIPALITY OF NIAGARA SCALE 1 : 200																																																															
																																																															
DONALD G. CHAMBERS ONTARIO LAND SURVEYOR																																																															
NOTES																																																															
BEARINGS ARE ASTRONOMIC AND ARE REFERRED TO THE EASTERLY LIMIT OF PELHAM STREET AS SHOWN ON PLAN 717 ON A COURSE OF "NORTH".																																																															
<table><tr><td>—</td><td>DENOTES</td><td>SURVEY MONUMENT FOUND</td></tr><tr><td>—</td><td></td><td>SURVEY MONUMENT SET</td></tr><tr><td>SIB</td><td></td><td>STANDARD IRON BAR</td></tr><tr><td>SSIB</td><td></td><td>SHORT STANDARD IRON BAR</td></tr><tr><td>IB</td><td></td><td>IRON BAR</td></tr><tr><td>CP</td><td></td><td>CONCRETE PIN</td></tr><tr><td>RIB</td><td></td><td>ROUND IRON BAR</td></tr><tr><td>IP</td><td></td><td>IRON PIPE</td></tr><tr><td>MEAS</td><td></td><td>MEASURED</td></tr><tr><td>WIT</td><td></td><td>WITNESS</td></tr><tr><td>CU</td><td></td><td>ORIGIN UNKNOWN</td></tr><tr><td>N/S/E/W</td><td></td><td>NORTH/SOUTH/EAST/WEST</td></tr><tr><td>PIN</td><td></td><td>PROPERTY IDENTIFICATION NUMBER</td></tr><tr><td>P1</td><td></td><td>DEPOSIT PLAN B948321 (P-1819-28)</td></tr><tr><td>P2</td><td></td><td>PLAN 717</td></tr><tr><td>P3</td><td></td><td>DEPOSITED PLAN 59R-14348</td></tr><tr><td>759</td><td></td><td>C. J. CLARKE, O.L.S.</td></tr><tr><td>1495</td><td></td><td>P. D. REITSMA, O.L.S.</td></tr><tr><td>1589</td><td></td><td>P. S. SUDA, O.L.S.</td></tr><tr><td>1654</td><td></td><td>D. G. CHAMBERS, O.L.S.</td></tr></table>				—	DENOTES	SURVEY MONUMENT FOUND	—		SURVEY MONUMENT SET	SIB		STANDARD IRON BAR	SSIB		SHORT STANDARD IRON BAR	IB		IRON BAR	CP		CONCRETE PIN	RIB		ROUND IRON BAR	IP		IRON PIPE	MEAS		MEASURED	WIT		WITNESS	CU		ORIGIN UNKNOWN	N/S/E/W		NORTH/SOUTH/EAST/WEST	PIN		PROPERTY IDENTIFICATION NUMBER	P1		DEPOSIT PLAN B948321 (P-1819-28)	P2		PLAN 717	P3		DEPOSITED PLAN 59R-14348	759		C. J. CLARKE, O.L.S.	1495		P. D. REITSMA, O.L.S.	1589		P. S. SUDA, O.L.S.	1654		D. G. CHAMBERS, O.L.S.
—	DENOTES	SURVEY MONUMENT FOUND																																																													
—		SURVEY MONUMENT SET																																																													
SIB		STANDARD IRON BAR																																																													
SSIB		SHORT STANDARD IRON BAR																																																													
IB		IRON BAR																																																													
CP		CONCRETE PIN																																																													
RIB		ROUND IRON BAR																																																													
IP		IRON PIPE																																																													
MEAS		MEASURED																																																													
WIT		WITNESS																																																													
CU		ORIGIN UNKNOWN																																																													
N/S/E/W		NORTH/SOUTH/EAST/WEST																																																													
PIN		PROPERTY IDENTIFICATION NUMBER																																																													
P1		DEPOSIT PLAN B948321 (P-1819-28)																																																													
P2		PLAN 717																																																													
P3		DEPOSITED PLAN 59R-14348																																																													
759		C. J. CLARKE, O.L.S.																																																													
1495		P. D. REITSMA, O.L.S.																																																													
1589		P. S. SUDA, O.L.S.																																																													
1654		D. G. CHAMBERS, O.L.S.																																																													
METRIC NOTE DISTANCES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.																																																															
SURVEYOR'S CERTIFICATE																																																															
I CERTIFY THAT:																																																															
1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;																																																															
2) THE SURVEY WAS COMPLETED ON THE 18th DAY OF OCTOBER, 2010.																																																															
21 OCTOBER 2010		 DONALD G. CHAMBERS, B. Sc., O.L.S.																																																													
DATE																																																															
CHAMBERS AND ASSOCIATES SURVEYING LTD																																																															
12 NIAGARA STREET EAST WELLAND ONTARIO L3C 3T2		(905) 735-7841 / 735-7844 FAX (905) 735-7333 don@casl-surveying.com																																																													
DRAWN BY: D. H. T.	CHKD: CIVIL 2010	SWD: 87375-3	FILE No: 87-375-3																																																												

SCHEDULE "A" - THE LANDS

SCHEDULE “B” – ADDITIONAL CLAUSES

[No additional clauses.]

CLOSING FUNDS SUMMARY

TO: The Corporation of the Town of Pelham

DATE: July 29, 2011

RE: The Corporation of the Town of Pelham (the "Purchaser") p/f T.R. Hinan
Contractors Inc. (the "Vendor")
1501 Pelham Street, Fonthill, Ontario L0S 1E0 (the "Property")
Closing Date: August 2, 2011
Our File No: 43241

Balance Due on Closing	\$ 2,446.95
------------------------	-------------

Fees	\$ 750.00
------	-----------

HST (13%) on my fees	\$ 97.50
----------------------	----------

Disbursements subject to HST:

Photocopies	\$ 18.75
-------------	----------

Facsimile	\$ 13.50
-----------	----------

Postage	\$ 5.75
---------	---------

Laser Copies	\$ 22.00
--------------	----------

Agent's Fee (search of Title)	\$ 65.00
-------------------------------	----------

Teraview (search of Title)	\$ 135.00
----------------------------	-----------

Agent's Fee (closing)	\$ 65.00
-----------------------	----------

Realti Plus Usage Fee	\$ 15.00
-----------------------	----------

Transfer Processing Fee (e-reg)	\$ 10.00
---------------------------------	----------

Total Disbursements Subject to HST	\$ 350.00
------------------------------------	-----------

HST (13%) on disbursements	\$ 45.50
----------------------------	----------

Disbursements not subject to HST:

Transfer Registration Fee	\$ 60.00
---------------------------	----------

Total Disbursements Not Subject to HST	\$ 60.00
--	----------

To Be Paid From Trust

Paid Land Transfer Tax	\$ 6.50
------------------------	---------

TOTAL FUNDS REQUIRED TO CLOSE	\$ 3,756.45
-------------------------------	-------------

AMOUNT REQUIRED FROM CLIENT	\$ 3,756.45
-----------------------------	-------------

E. & O. E.

STATEMENT OF ADJUSTMENTS

Vendor: T. R. Hinan Contractors Inc.
Purchaser: The Corporation of the Town of Pelham
Property: Part Lot 44, Plan 717 Fonthill, Being Part 1, 59R14361
Part of 1501 Pelham Street, Fonthill, ON
Adjusted as of: August 2, 2011

SALE PRICE: \$1,300.00

DEPOSIT: \$n/a

REALTY TAXES:

Not applicable

ADJUSTMENT

VENDOR'S LEGAL FEES: \$1,146.95

BALANCE DUE ON CLOSING:

(payable in certified funds
pursuant to Direction)

\$ 2,446.95

\$ 2,446.95

\$ 2,446.95

E. & O. E.

Properties

PIN	64064 - 0585 LT	Interest/Estate	Fee Simple	<input checked="" type="checkbox"/> Split
Description	PT LT 44 PL 717 FONTHILL, PART 1, 59R-14361; PELHAM			
Address	PELHAM STREET FONTHILL			

Consideration

Consideration \$ 1,300.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name	T. R. HINAN CONTRACTORS INC. Acting as a company
Address for Service	1501 Pelham Street Fonthill, ON L0S 1C0

I, Terry Hinan, President, have the authority to bind the corporation.
This document is not authorized under Power of Attorney by this party.

Transferee(s)	Capacity	Share
---------------	----------	-------

Name	THE CORPORATION OF THE TOWN OF PELHAM Acting as a company	Registered Owner
Address for Service	20 Pelham Town Square Fonthill, ON L0S 1E0	

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEE (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 the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax	\$6.50
------------------------------	--------

File Number

Transferor Client File Number : 90962

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 64064 - 0585 PT LT 44 PL 717 FONTHILL, PART 1, 59R-14361; PELHAM

BY: T. R. HINAN CONTRACTORS INC.
TO: THE CORPORATION OF THE TOWN OF PELHAM Registered Owner %(all PINs)

1. CALLUM SHEDDEN

I am

- ☐ (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 THE CORPORATION OF THE TOWN OF PELHAM described in paragraph(s) () above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- ☐ (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1,300.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1,300.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1,300.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 59 Registration No. Date:

B. Property(s): PIN 64064 - 0585 Address PELHAM STREET Assessment 2732020 - 00313800
FONTHILL Roll No

C. Address for Service: 20 Pelham Town Square
Fonthill, ON L0S 1E0

D. (i) Last Conveyance(s): PIN 64064 - 0585 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☐ No ☒ Not known ☐

ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden
(Insert lawyer's name)

AND TO: DANIEL & PARTNERS LLP
(Insert firm name)

RE: Transfer- T.R. Hinan Contractors Inc.- Part of Lot 44, Plan 717, being Part 1 on ("the transaction")
Reference Plan 59R-14361
(Insert brief description of transaction)

This will confirm that:

- I/We have reviewed the information set out this Acknowledgement and Direction and in the documents described below (the "Documents"), and that this information is accurate;
- You, your agent or employee are authorized and directed to sign, deliver, and/or register electronically, on my/our behalf the Documents in the form attached.
- You are hereby authorized and directed to enter into an escrow closing arrangement substantially in the form attached hereto being a copy of the version of the Document Registration Agreement, which appears on the website of the Law Society of Upper Canada as of the date of the Agreement of Purchase and sale herein. I/We hereby acknowledge the said Agreement has been reviewed by me/us and that I/We shall be bound by its terms;
- The effect of the Documents has been fully explained to me/us, and I/we understand that I/we are parties to and bound by the terms and provisions of the Documents to the same extent as if I/we had signed them; and
- I/we are in fact the parties named in the Documents and I/we have not misrepresented our identities to you.
- I, _____, am the spouse of _____, the (Transferor/Chargor), and hereby consent to the transaction described in the Acknowledgment and Direction. I authorize you to indicate my consent on all the Documents for which it is required.

DESCRIPTION OF ELECTRONIC DOCUMENTS

The Document(s) described in the Acknowledgement and Direction are the document(s) selected below which are attached hereto as "Document in Preparation" and are:

- ☐ A Transfer of the land described above.
- ☐ A Charge of the land described above.
- ☐ Other documents set out in Schedule "B" attached hereto.

Dated at Town of Pelham, this 29th day of July, 20 11.

WITNESS

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

Dave Augustyn
Dave Augustyn, Mayor

Nancy J. Bozzato
Nancy J. Bozzato, Clerk

DECLARATION, INDEMNIFICATION AND UNDERTAKING

TO: T.R. Hinan Contractors Inc. the "Vendor"

AND TO: Dave M. Willer the "Vendor's Solicitor"
their solicitor(s) herein

RE: The Corporation of the Town of Pelham (the "Purchaser") p/f T.R. Hinan
Contractors Inc. (the "Vendor")
1501 Pelham Street, Fonthill, Ontario L0S 1E0 (the "Property")
Closing Date: August 2, 2011
Our File No: 43241

IN CONSIDERATION of and notwithstanding the closing of the above-noted transaction, the Purchaser (or the Purchaser's authorized representatives with respect to the declaration contained herein) hereby:

1. Undertake(s) to

- i. remit any GST/HST exigible under the *Excise Tax Act Canada* (the "Act") in respect of this transaction to the Receiver General of Canada.

2. Covenants and Warrants that

- i. the Purchaser shall indemnify the Vendor and hold the Vendor harmless from any loss, costs, damages and/or liability (including any GST/HST and applicable penalties and interest thereon) which may be payable by or assessed against the Vendor as a result of any failure by the Purchaser to self assess for GST/HST purposes, maintain its status as a registrant under the Act, or specifically as a result of any inaccuracy, misstatement or misrepresentation made to the Vendor with respect thereto, or contained in any affidavit made by the Purchaser in connection therewith. This covenant and warranty shall survive and shall not merge on the closing of this transaction.

3. Declares that the Purchaser (or each of the parties comprising the Purchaser) is

- i. a registrant under the Act and that the Purchaser's registration number is 108078627RT0001.

AND the Purchaser, its authorized representatives, or each of the parties comprising the Purchaser, as the case may be, makes this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

The Purchaser is executing this document to confirm its agreement to the terms and provisions above and to swear the Declaration so indicated above. The Purchaser's authorized signing officer is swearing the Declaration set out in item 3 above (if applicable).

Sworn before at the Town of
Pelham, in the Regional
Municipality of Niagara this 29th
day of July, 2011.

) The Corporation of the Town of
) Pelham

) Dave Augustyn
) Dave Augustyn- Mayor

) Nancy J. Bozzato
) Nancy J. Bozzato- Clerk

A COMMISSIONER, ETC.

BUYER'S CLOSING CERTIFICATE

TO: T.R. Hinan Contractors Inc. (the "Seller")

AND TO: Dave M. Willer (the "Seller's Lawyer")

AND TO: Callum Shedden (the "Buyer's Lawyer")

RE: The Corporation of the Town of Pelham (the "Buyer") purchase from T.R. Hinan Contractors Inc. (the "Seller") of 1501 Pelham Street, Fonthill, Ontario L0S 1E0 (the "Property") pursuant to an agreement of purchase and sale between the Buyer and the Seller (the "Agreement") to be completed on August 2, 2011 (the "Completion Date")
Buyer's Lawyer's File No.: 43241

DIRECTION FOR TITLE

The Buyer directs the Seller to prepare the transfer with the following particulars:

Transferee

The Corporation of the Town of Pelham

Address For Service

20 Pelham Town Square Fonthill,
Ontario L0S 1E0

UNDERTAKING TO READJUST

If an adjustment on the statement of adjustments is found to be incorrect, omitted from the required price adjustments on closing, or could not be calculated on closing, the Buyer agrees to readjust the item after the Completion Date and make the appropriate payment to the Seller provided that the Seller gives the Buyer a reciprocal undertaking on or before the Completion Date.

Dated at the Town of Pelham in the Regional Municipality of Niagara this 29th day of July, 2011

The Corporation of the Town of
Pelham

Per: 

Dave Augustyn - Mayor

Per: 

Nancy J. Bozzato - Clerk

I/We have authority to bind the
corporation

This form has been approved by the members of the Lincoln and Welland County Law Associations on September 21, 2004. Any changes not clearly shown shall be deemed to be of no effect. The approved form with all clearly shown changes shall be deemed to have been delivered and accepted on closing.