

3792(2016)

**STATEMENT OF ADJUSTMENTS**

RE: The Corporation of the Town of Pelham (the "Vendor") s/t Christopher Peter Cimek and Kelly Ann Cimek (the "Purchaser")  
 Legal Description: Part of Lot 2, East Side of Maple Avenue, Plan 703, Pelham, being Part 2 on 59R-10419 (PIN 64030-0452 LT)  
 vacant land- Maple Avenue, Pelham, Ontario (the "Property")  
 Closing Date: February 24, 2017  
 Our File No: 49118

	<u>CREDIT PURCHASER</u>	<u>CREDIT VENDOR</u>
SALE PRICE		\$ 162,600.00
DEPOSIT	\$ 5,000.00	
BALANCE DUE ON CLOSING as per direction of DANIEL & PARTNERS LLP	\$ 157,600.00	
	<u>\$ 162,600.00</u>	<u>\$ 162,600.00</u>
	<u>                    </u>	<u>                    </u>

E. &amp; O. E.

Bylaw) on new file  
 - Sale of Land  
 please  
 3792(2016)  
 cordy & glenn  
 copy  
 03-2017

ACKNOWLEDGMENT OF CONFLICT

TO: DANIEL & PARTNERS LLP

RE: The Corporation of the Town of Pelham (the "Vendor") s/t Christopher Peter Cimek and Kelly Ann Cimek (the "Purchaser")  
vacant land- Maple Avenue, Pelham, Ontario (the "Property")  
Closing Date: February 24, 2017  
Our File No: 49118-RCS

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Each of the undersigned hereby acknowledges and agrees as follows:

1. that the undersigned has requested DANIEL & PARTNERS LLP (the "Firm") to act for the undersigned in connection with the above-referenced matter (the "Transaction"), and that the firm has also been requested to represent Christopher Peter Cimek and Kelly Ann Cimek (the "Other Party") in the transaction.
2. that a conflict of interest may arise between the undersigned and the Other Party during the course of completion of the above-noted Transaction.
3. that if a conflict does arise, the Firm cannot and will not continue to act on the undersigned's behalf with respect to the Transaction. In such event, the undersigned will be advised to immediately retain an independent lawyer or lawyers to act on the undersigned's behalf.
4. that the Firm has advised the undersigned that because it is (or will be) acting on behalf of both parties to this Transaction, the Firm cannot treat any information received from (or on behalf of) the undersigned as confidential, insofar as the Other Party to this Transaction is concerned, and that in the event a dispute arises between the parties to this Transaction, then the Firm cannot continue to act for both parties and may have to withdraw completely (except for such reasonable efforts to resolve such dispute, with the consent of both parties).
5. that the Firm has advised the undersigned obtain independent legal representation in this Transaction but the undersigned has/have elected not to do so.

NOTWITHSTANDING the foregoing, the undersigned hereby retains the Firm to act on the undersigned's behalf with respect to the above-noted Transaction and authorizes and instructs the Firm to take all necessary steps in this regard. The undersigned releases and forever discharges the Firm from any and all liability and claims arising out of the Firm concurrently acting for the undersigned and the Other Party.

Dated at the Town of Pelham in the Regional Municipality of Niagara this 22 day of February, 2017

The Corporation of the Town of  
Pelham

Per:   
Dave Augustyn - Mayor

Per:   
Nancy J. Bozzato - Clerk

I/We have authority to bind the  
corporation

## ACKNOWLEDGEMENT AND DIRECTION

TO: Callum Shedden  
(Insert lawyer's name)

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

RE: sale to Christopher Peter Cimek & Kelly Ann Cimek- Part of Lot 2, East Side of (the transaction")  
Maple Avenue, Plan 703, Pelham, being Part 2 on 59R-10419, Pelham  
(Insert brief description of transaction)

**This will confirm that:**

- I/We have reviewed the information set out in 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 22nd day of February, 2017.

**WITNESS**

(As to all signatures, if required)

THE CORPORATION OF THE TOWN OF PELHAM

DAVE AUGUSTYN- MAYOR

NANCY J. BOZZATO- CLERK

**Properties**

PIN 64030 - 0452 LT Interest/Estate Fee Simple  
Description PT LT 2 E/S MAPLE AV PL 703 PELHAM PT 2 59R10419; PELHAM  
Address MAPLE AVENUE  
PELHAM

**Consideration**

Consideration \$ 162,600.00

**Transferor(s)**

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

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

I, Dave Augustyn (Mayor) and Nancy J. Bozzato (Clerk), have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Transferee(s)		Capacity	Share
Name	CIMEK, CHRISTOPHER PETER Acting as an individual	Joint Tenants	
Date of Birth	1970 02 08		
Address for Service	706 Chantler Road Fenwick, Ontario L0S 1C0		
Name	CIMEK, KELLY ANN Acting as an individual	Joint Tenants	
Date of Birth	1977 05 29		
Address for Service	706 Chantler Road Fenwick, Ontario L0S 1C0		

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 \$1,351.00

**File Number**

Transferor Client File Number : 49118-RCS

Transferee Client File Number : 49115-RBB

## SELLER'S CLOSING CERTIFICATE

TO: Christopher Peter Cimek and Kelly Ann Cimek (the "Buyer")

AND TO: Brandon Boone (the "Buyer's Lawyer")

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

RE: The Corporation of the Town of Pelham (the "Seller") sale to the Christopher Peter Cimek and Kelly Ann Cimek (the "Buyer") of Part of Lot 2, East Side of Maple Avenue, Plan 703, Pelham, being Part 2 on 59R-10419 (PIN 64030-0452 LT) vacant land- Maple Avenue, Pelham, Ontario (the "Property") to an agreement of purchase and sale between the Buyer and the Seller (the "Agreement") to be completed on February 24, 2017 (the "Completion Date")  
Seller's Lawyer's File No.: 49118

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### THE SELLER CERTIFIES AND UNDERTAKES TO THE BUYER THAT AS OF THE CLOSING OF THIS TRANSACTION ON THE COMPLETION DATE:

1. ~~Keys.~~ All keys, entry mechanisms and access codes in the Seller's control for the locks on the Property have either been delivered with this certificate or left at the Property.
2. **Possession.** Upon closing, the Seller will provide the Buyer with vacant possession to the Property, unless otherwise stated in the Agreement.
3. ~~Services and Utilities.~~ The Seller will pay all accounts for services and utilities to the Property to the Completion Date.
4. ~~Fuel Oil and Condensed Gases.~~ If applicable, the Seller will have the tank for fuel oil or condensed gas filled not earlier than 48 hours prior to the Completion Date and will pay all fuel accounts in accordance with the statement of adjustments.
5. **Property Taxes.** The Seller will pay the property taxes and local improvement rates for the Property, and interest and penalties thereon, in accordance with the statement of adjustments.
6. ~~Bill of Sale.~~ The Seller owns the chattels included in the Agreement which have been left on the Property. The Seller transfers the chattels to the Buyer free and clear of all liens and encumbrances.
7. **Discharge of Charges and Liens.** The Seller will pay all amounts required to obtain a discharge of all charges and liens registered on title to the Property and will obtain and register, or cause to be registered, a discharge of such charges and liens within a reasonable period of time after the Completion Date.

8. ~~Goods and Services Tax.~~ This transaction is not subject to goods and services tax as the entire Property is a personal use property or used home that has been occupied by the Seller or the Seller's tenants and the Property does not constitute a new or a "substantially renovated" residential complex as defined under the ~~Excise Tax Act~~.
9. **Adjustments After Closing.** If an adjustment on the Statement of Adjustments is found to be incorrect, omitted from the required price adjustments on the Completion Date, or could not be calculated on the Completion Date, the Seller agrees to readjust the item after the Completion Date and make the appropriate payment to the Buyer provided that the Buyer gives the Seller a reciprocal undertaking on or before the Completion Date.
10. **Residency.** On the Completion Date, the Seller will not be a non-resident of Canada within the meaning of section 116 of the *Income Tax Act*.
11. **Payment Direction.** The adjusted balance of the purchase price shall be paid to the Seller's Lawyer, in trust or as the Seller's Lawyer may otherwise direct.
12. ~~Survey.~~ To the best of the Seller's knowledge, the building(s), any other structure(s) and any fence(s) on the Property are accurately shown on the attached copy of a plan prepared by, Ontario Land Surveyor, dated , except for:
13. **Statements Enforceable.** The foregoing statements shall be enforceable after the Completion Date.

Dated at the Town of Pelham in the Regional Municipality of Niagara this 22 day of February, 2017

The Corporation of the Town of Pelham

Per: 

Dave Augustyn - Mayor

Per: 

Nancy J. Bozzato - Clerk

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