

OFFER TO PURCHASE SURPLUS LANDS

I/WETOWN OF PELHAM
The undersigned, hereinafter called the Purchaser, being of the full age of eighteen years and having inspected the property and having been declared the highest bidder, hereby irrevocably agree with HER MAJESTY THE QUEEN in the right of the Province of Ontario represented by the Minister of Transportation and Communications for the Province of Ontario, hereinafter referred to as the Vendor, to purchase the property hereinafter described, subject to the terms and conditions hereinafter set out.
IN THE Town of Pelham
(City, Borough, Town, Township, etc.) in the Regional Municipality of Niagara
in the (County, District, Regional or District Municipality)
Down of Lot 21 Downstown 2 Div M. Car
(Lot, Block, Concession or Registered Plan)
- 4- 1 d
shown as Part (%) 8
on Ministry Plan P- 1819-97 deposited
(Deposited or Recorded)
in the Land Registry Office as 59R-3509
For the sum of: Five Hundred xxxxx
xxxxxxxx Dollars (\$ 500.00)
January Borrary (4)00.00)
payable as follows:
The sum ofFive Hundred xxxxxxx Dollars (\$500.00))
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xDoldansx(\$xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
paid by certified cheque made payable to the Treasurer of Ontario on or
before the date of closing.
The purchase of the property to be completed on or before the 6th
day of January May ,1984 and time shall be of the essence.
Possession of the property to be given on closing and the Purchaser shall assume all the risks and responsibilities in connection therewith.
It is understood and agreed that this sale is subject to the following condition(s) which, at the option of the Vendor, may be included as a

- covenant in the conveyance.

 1. The Purchaser hereby acknowledges that he is purchasing this property subject to all rules, regulations, directions or restrictions imposed by statute or municipal by-law or otherwise, governing the use of the subject property, and he hereby assumes all of the obligations and risks associated therewith.
- The Vendor gives no warranty concerning the condition of the property nor as to the purpose for which it may be used.
- 3. The Vendor will convey the said lands by one deed.

- The Purchaser is to be allowed fifteen (15) days from the date that the notice of acceptance is received by the Purchaser to examine the title at his own expense. If within that time any valid objection to title is made by the Purchaser which the Vendor is unable or unwilling to remove and which the Purchaser will not waive, this Agreement shall be null and void.
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- The deposit, which is paid herewith, shall be held by the Vendor without interest. If the Purchaser fails to pay the balance of the purchase price within the time limit under this Agreement, The Vendor may elect to terminate this Agreement. Thereupon such deposit shall be forfeited to the Vendor. The Vendor may thereupon sell, lease, or otherwise dispose or deal with the property free of any claim whatsoever of the Purchaser.
- In the event the Purchaser requests an extension of the closing date and such is granted by the Vendor, the Purchaser will comply with any requirement of the Vendor for an increase in the amount of the 7. deposit upon the terms and conditions of the agreement applicable to the deposit paid herewith, and the amount due on closing will be subject to the payment of interest during the time so extended. The rate of interest will be the prime interest rate charged by the

chartered banks at the	time said extension is granted.	
8.		
Title to the adjoining lands now owned by me (us) is held in the following name(s).		
PRINT LEGAL NAME(S) AND ADDRESS	N/A	
EITHER INITIAL HERE	(a) There is no mortgage outstanding against my (our) adjoining lands and such lands are free of any encumbrances.	
OR COMPLETE	(b) The following mortgage (a) or charges are outstanding against my (our) adjoining lands:	
PRINT NAME AND ADDRESS OF MORTGAGEE(S)	. /	
I/WE hereby undertake to advise any mortgagees holding a mortgage on the adjoining property now owned by me (us) of any conveyance which the Vendor may deliver to me (us), and if requested by such mortgagee, will give to him a new mortgage on my property which will include the lands being acquired from the Vendor.		
This offer shall be open for acceptance by the Vendor for thirty (30) days		
from the date hereof.		
Dated at the four of felk	this 2nd day of Monk. 1984	

Witness:

Purchaser: 27. Bergenstein (Seal)

(Seal)