



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 105-2000

BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF LANDS FOR MUSEUM PURPOSES (283 RIDGE ROAD) (L07.294)

WHEREAS Section 191(1) of the *Municipal Act*, R.S.O. 1990, Chapter M.45 as amended, provides that the council of every corporation may pass by-laws for acquiring or expropriating any land required for the purposes of the corporation, and for erecting and repairing buildings thereon, and for making additions to or alterations of such buildings, and may sell or otherwise dispose of the same when no longer so required, and

WHEREAS the Fort Erie Museum Board is desirous of purchasing property for museum purposes including but not limited to archival storage, display and commercial purposes, and

WHEREAS the Municipal Council of the Town of Fort Erie received a report from the Fort Erie Museum Board at its in camera session held May 1, 2000 and Council supported the purchase of 283 Ridge Road, authorized the borrowing of funds from the Museum Reserve Fund and acknowledged the Museum Board's objective to acquire the property to build a reproduction of the original building at a total upset limit of \$431,000.00 (purchase price and construction costs), and

WHEREAS the Agreement of Purchase and Sale as submitted by L. Cameron Williams, In Trust, without personal liability, solicitor on behalf of the Fort Erie Museum Board and the Town of Fort Erie executed the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law for the purchase of 283 Ridge Road, and

WHEREAS it is deemed desirable to authorize the Agreement of Purchase and Sale and to complete the transaction;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the purchase of lands known municipally as 283 Ridge Road in the amount of \$165,000.00 in accordance with the terms and conditions contained in the Agreement of Purchase and Sale annexed hereto to this by-law as Schedule "A" be and it is hereby approved and authorized.
2. **THAT** the execution of the Agreement of Purchase and Sale by L. Cameron Williams, In Trust, without personal liability, be and it is hereby reconfirmed.

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3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute any documentation necessary to complete this transaction.
4. **THAT** the monies for the payments of any deposit or sums due on closing may be advanced by the Treasurer of the Town from monies held by the Town on account of the Fort Erie Museum Board and if applicable, the Clerk of the Town of Fort Erie is hereby authorized to extend the closing date.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 8th DAY OF MAY, 2000.



MAYOR



CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 105-2000 of the said Town. Given under my hand and the seal of the said Corporation this _____ day of _____, 2000.

AGREEMENT OF PURCHASE AND SALE

PURCHASER, L. CAMERON WILLIAMS, IN TRUST, WITHOUT PERSONAL LIABILITY, agrees to purchase from

VENDOR, Gertrude Amelia Rideout, the following

REAL PROPERTY:

Address 283 Ridge Road, Ridgeway fronting on the west side of Ridge Road North in the Town of Fort Erie, Regional Municipality of Niagara and having a frontage of 61 feet more or less and a depth of 120 feet, more or less, legally described as Part of Lot 3, Plan 349 (the "property").

PURCHASE PRICE: ONE HUNDRED & ~~FIFTY-SIX~~ ^{SIXTY-FIVE} THOUSAND, FIVE HUNDRED Dollars (CDN\$ ~~156,500.00~~ ^{165,000.00})

DEPOSIT:

Purchaser submits herewith ONE HUNDRED Dollars (CDN \$100.00)

cash or negotiable cheque payable to the Listing Broker, R/Max Welland Realty Ltd. 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:

To pay the balance of the purchase on closing in cash or by certified cheque, subject to the usual closing adjustments.

This offer is conditional for a period of 10 business days after acceptance upon the purchaser:

1. Making the financing arrangements necessary to complete this transaction;
2. Obtaining a building inspection report satisfactory to him (at his expense)
3. Obtaining a satisfactory inspection by the Town of Fort Erie Fire Department (at his expense);
4. Obtaining a satisfactory environmental assessment of the subject lands;

failing which this agreement shall be null and void and the purchaser's deposit returned in full without interest or penalty. The foregoing conditions are for the sole benefit of the purchaser and may be waived by him at any time at his sole discretion. The Vendor agrees to co-operate and seek the co-operation of the tenants in allowing access to the property for the purposes of allowing the purchaser to have the inspections performed as set out in paragraphs 2 and 3 above.

The Vendor agrees to terminate all tenancy agreements prior to closing and to give vacant possession of the residential and commercial units on closing. In the event the Vendor has vacant possession of the property prior to the anticipated closing date, the parties agree the closing date may be accelerated by mutual agreement.

The Vendor agrees to provide a copy of the existing survey to the purchaser within 3 days of acceptance of this offer.

The purchaser reserves the right to assign this offer on or before closing.

SCHEDULE(S) NONE attached hereto form(s) part of this Agreement.

1. CHATELS INCLUDED: none
2. FIXTURES EXCLUDED: none,
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: gas hot water tank(s), if assumable.
4. IRREVOCABILITY: This Offer shall be irrevocable by Purchaser until 6:00 p.m. on the 14th day of April, 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.
5. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 14th day of July, 2000. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided 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. Only 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 in the Acknowledgement below, 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 included in the Purchase Price. If this transaction is not subject G.S.T., Vendor agrees to certify on or before closing, that the transaction is not subject to G.S.T.

8. THE PURCHASER AGREES TO PAY FURTHER DEPOSIT OF FIVE THOUSAND DOLLARS (\$5000) UPON COMPLETION OF CONDITION 1 & 2 AS SET OUT ABOVE TO THE VENDOR REAL ESTATE AGENT TO BE HELD IN TRUST AS PART OF CLOSING COSTS

8. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. five days before closing, (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (commercial C2 allowing 2 apartments upstairs, 2 downstairs and 2 commercial premises on the main floor) 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 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; (b) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (c) 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.
11. **DOCUMENTS AND DISCHARGE:** 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 in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
12. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.
13. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.
14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.
15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.
16. **RESIDENCY:** Purchaser shall be credit towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.
17. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.
18. **TIME LIMITS:** 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 lawyers who may be specifically authorized in that regard.
19. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. 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.
20. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the *Family Law Act*, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
21. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge

no building on the property contains or has ever contained insulation that ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.


22. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
23. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
24. **AGREEMENT IN WRITING:** If there is conflict between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated at Fort Erie this 13th day of April, 2000.

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

IN WITNESS whereof I have hereunto set my hand and seal:


Purchaser, L. Cameron Williams, in Trust, without personal liability
DATE: 4/13/00

I, the Undersigned Vendor, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Broker the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Broker to my lawyer.

Dated at this day of April, 2000

SIGNED, SEALED AND DELIVERED
in the presence of

Witness

IN WITNESS whereof I have hereunto set my hand and seal:

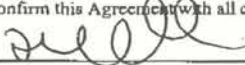

Vendor, Gertrude Amelia Rideout
DATE: April 13, 2000

SPOUSAL CONSENT: The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of the *Family Law Act*, R.S.O. 1990, and hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness


(Spouse) DATE: 4/13/2000

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties at 4 p.m. this 13 day of April, 2000


(Signature of Vendor or Purchaser)

CONFIRMATION OF REPRESENTATION

I hereby acknowledge and confirm the Co-operating Broker represents the interests of the *Vendor/Purchaser in this transaction.

Signature of Co-operating Broker or authorized representative

Name of Co-operating Broker

Tel. No.

FAX No.

I hereby acknowledge and confirm the Co-operating Broker represents the interests of the *Vendor/Purchaser in this transaction.

Signature of Co-operating Broker or authorized representative

Name of Co-operating Broker

Tel. No.

FAX No.

BETWEEN:

PURCHASER/TENANT:

L. CAMERON WILLIAMS, IN TRUST

AND

VENDOR/LANDLORD:

GERTRUDE AMELIA RIDEOUT

RE: Agreement of Purchase and Sale/ Agreement to Lease between the Vendor and Purchaser, executed the **17TH** day of **APRIL**

2000
(year)

concerning the property known as:

283 RIDGE ROAD

IN THE TOWN OF FORT ERIE, REGIONAL MUNICIPALITY OF NIAGARA

as more particularly described in the aforementioned Agreement.

THE PURCHASER(S)/TENANT(S) AND VENDOR(S)/LANDLORD(S) HEREIN AGREE TO THE FOLLOWING AMENDMENTS TO THE AFOREMENTIONED AGREEMENT:

Delete:

This Offer is conditional for a period of 10 business days after acceptance upon the Purchaser:

3. Obtaining a satisfactory inspection by the Town of fort Erie Fire Department (at his expense);
4. Obtaining a satisfactory environmental assessment of the subject lands

COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 14th day of July, 2000.

Insert:

This Offer is conditional until May 4, 2000, upon the Purchaser:

1. Making the financial arrangements necessary to complete this transaction;
2. Obtaining a building inspection report satisfactory to him (at his expense);

COMPLETION DATE: This Agreement shall be completed by no later than 5:00 p.m. on the 11th day of August, 2000.

For the purposes of this Amendment to Agreement, "Purchaser" includes Tenant, "Vendor" includes Landlord and "Agreement of Purchase and Sale" includes an Agreement to Lease.

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 are hereby expressly appointed in this regard.

ALL OTHER TERMS AND CONDITIONS IN THE AFOREMENTIONED AGREEMENT OF PURCHASE AND SALE TO REMAIN THE SAME.

DATED at **Fort Erie, Ontario** this **28th** day of **April**, **2000**
SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) *[Signature]* (Purchaser/Tenant) **L. Cameron Williams, In Trust** (Seal) DATE **4/28/2000**
(Witness) *[Signature]* (Purchaser/Tenant) *[Signature]* (Seal) DATE
DATED at **Fort Erie, Ontario** this **28th** day of **April**, **2000**
SIGNED, SEALED AND DELIVERED in the presence of IN WITNESS whereof I have hereunto set my hand and seal:
(Witness) *[Signature]* (Vendor/Landlord) **Gertrude Amelia Rideout** (Seal) DATE **04/28/2000**
(Witness) *[Signature]* (Vendor/Landlord) *[Signature]* (Seal) DATE

The Undersigned Spouse of the Vendor hereby consents to the amendments hereinbefore set out.

(Witness) _____ (Spouse) _____ (Seal) DATE _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this Amendment to Agreement and I authorize the Agent to forward a copy to my solicitor.

DATE _____
for/Landlord) _____
DATE _____
(Vendor/Landlord) _____
Address _____
Tel. No. (_____) _____
Vendor's Solicitor _____
Address _____
Tel. No. _____ FAX No. _____

I acknowledge receipt of my signed copy of this Amendment to Agreement and I authorize the Agent to forward a copy to my solicitor.

DATE _____
(Purchaser/Tenant) _____
DATE _____
(Purchaser/Tenant) _____
Address _____
Tel. No. (_____) _____
Purchaser's Solicitor _____
Address _____
Tel. No. _____ FAX No. _____