



**The Municipal Corporation of the
Town of Fort Erie**

BY-LAW NO. 123-2000

**BEING A BY-LAW TO AUTHORIZE THE SALE OF TOWN-OWNED
LANDS - WEST SIDE MAPLE LEAF AVENUE NORTH
(RICK STEWART CONSTRUCTION LTD.)
(120902)**

WHEREAS Subsection 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 for 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 same when no longer so required, and

WHEREAS By-law No. 44-95 as amended establishes a policy for the disposition of real property, and

WHEREAS notice of the declaration of surplus and sale of lands was published in The Times on October 1, 8, 15 and 22, 1996 with respect to Lot 153 according to Registered Plan 96, now Plan 436 and designated as Part 3 on Reference Plan 59R-11041 and for part of Evadere Avenue designated as Part 2 on Reference Plan 59R-11041 which was declared surplus by By-law No. 102-2000 passed by the Municipal Council of the Town of Fort Erie on May 8, 2000, and

WHEREAS the subject lands were listed with Coldwell Banker pursuant to an agreement authorized by By-law No. 94-98, and

WHEREAS Report No. F-28-2000 was approved at the Council-in-Committee meeting of June 5, 2000 authorizing the acceptance of an Agreement of Purchase and Sale from Rick Stewart Construction Ltd. for the purchase of Town-owned lands on the west side of Maple Leaf Avenue North described as Lot 153, Plan 96, now Plan 436 and designated as Parts 2 and 3 on Reference Plan 59R-11041 in the amount of \$23,600.00, and

WHEREAS it is deemed desirable to accept the Agreement of Purchase and Sale from Rick Stewart Construction Ltd. annexed hereto as Schedule "A" and forming part of this by-law;

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

BY-LAW NO. 123-2000

PAGE TWO

- (1) **THAT** the acceptance of the Agreement of Purchase and Sale from Rick Stewart Construction Ltd. for the sale of lands located on the west side of Maple Leaf Avenue North described as Lot 153, Plan 96, now Plan 436 and part of the stopped up and closed Evadere Avenue highway designated as Parts 2 and 3 on Reference Plan 59R-11041 in the amount of \$23,600.00 plus g.s.t. in the form of Schedule "A" annexed hereto to this by-law be and it is hereby approved and authorized.
- (2) **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute any and all documentation necessary to complete this transaction.
- (3) **THAT** the certificate as required under Subsection 193(9) of the *Municipal Act*, R.S.O. 1990, Chapter M.45 and Section 6.3 of By-law No. 44-95 in the form of Schedule "B" annexed hereto shall be included with the Transfer/Deed of Land which shall be deemed to be sufficient proof that this section has been complied with.
- (4) **THAT** the proceeds from the sale shall be credited to the Major Capital Expenditure Reserve Fund.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 12th DAY OF JUNE, 2000.



MAYOR



DEPUTY 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. 123-2000 of the said Town. Given under my hand and the seal of the said Corporation this _____ day of _____, 2000.

PURCHASER, Rick Stewart Construction Ltd., agrees to purchase from
(Full legal names of all Purchasers)

VENDOR, The Corporation of the Town of Fort Erie, the following
(Full legal names of all Vendors)

REAL PROPERTY:

Address Lot 153 Maple Leaf Avenue fronting on the West side of Maple Leaf
in the Town of Fort Erie, Regional Municipality of Niagara
and having a frontage of 62 feet more or less by a depth of 110 feet more or less and legally described as
Lot 153 Plan 96 NP 436 RP 59R11041 Part 2 & 3
(the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Twenty-three thousand, six hundred Dollars (CDN\$ 23,600.00)

DEPOSIT:
Purchaser submits (upon acceptance) One Thousand Dollars (CDN\$ 1,000.00)
(Herewith/Upon acceptance)

cash or negotiable cheque payable to Coldwell Banker Colonial Realty 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 the vendor on closing, subject to the usual closing adjustments.

The Transferee(s) hereby covenant and agree with the Transferor that they will construct a residence on the
herein described property within two (2) years from the date of registration of this transfer, failing which the
Transferor may, at its sole option, purchase the said lands for the same consideration as that shown in the
purchase price above.

The purchaser acknowledges that the Town of Fort Erie makes no warranties or representations of any kind or
nature that the property is free of any environmental risks and or hazards. The purchaser is advised to seek the
advise of his own solicitor with respect to conducting searches of Governmental records or obtaining an
environmental audit of the subject lands prior to the date of closing of the transaction. The purchaser is required
to remit his objections concerning the environmental condition of the property, as a result of search of
government records or an environmental audit to the Corporation of the Town of Fort Erie by the date for
submitting requisitions set out herein, failing which, the purchaser is required to complete the transaction
herein contemplated. If, as a result of any search of Governmental records or the result of an environmental
audit, the purchaser's future intended use of the property will not be allowed, the purchaser at his option, may
terminate the agreement of purchase and sale and the purchaser's deposit shall be returned in full without
interest or deduction. In that event, the purchaser acknowledges and agrees to provide the Corporation of the
Town of Fort Erie with copies of any and all environmental audit reports and or governmental responses.

SCHEDULE(S) attached hereto form(s) part of this Agreement.

1. **CHATELS INCLUDED:**

2. **FIXTURES EXCLUDED:**

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:

4. **IRREVOCABILITY:** This Offer shall be irrevocable by purchaser until 5 p.m. on the 21 day of June, 2000
(Vendor/Purchaser) (year)
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 31st day of July, 2000
(year)

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 in addition to the Purchase Price.
(included in/in addition to)

If this transaction is not subject to G.S.T., Vendor agrees to certify on or before closing, that the transaction is not subject to G.S.T.

8. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the 28th day of July, 2000, (Requisition Date) to
(year)

examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (residential building lot)
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 restrictions or covenants that run with the land providing that such are complied with; (b) 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; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) 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 or obtain insurance save and except against risk of fire in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), 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. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser may, at the lawyers' discretion; (a) not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation,) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

SCHEDULE "B"
TO
BY-LAW NO. 123-2000

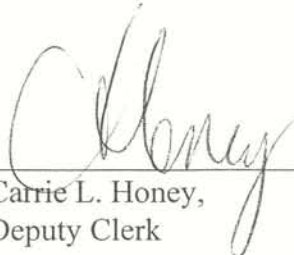
IN THE MATTER OF the sale of Town-owned surplus lands on the west side of Maple Leaf Avenue North described as Lot 153, Plan 96, now Plan 436 and part of the stopped up and closed Evadere Avenue highway and designated as Parts 2 and 3 on Reference Plan 59R-11041 (hereinafter called "the lands").

C E R T I F I C A T E

I, Carrie L. Honey, Deputy Clerk of the Town of Fort Erie, in the Regional Municipality of Niagara, in the Province of Ontario, hereby verify that to the best of my knowledge and belief:

1. By-law No. 44-95, as amended which provides for the disposition of certain surplus lands owned by the Corporation of the Town of Fort Erie was in force at the time the lands were declared surplus.
2. That notice of the sale of the surplus lands was published in the local paper, being The Times, on October 1, 8, 15 and 22, 1996.
3. An appraisal was obtained for the lands.

DATED at Fort Erie, Ontario this 12th day of June, 2000.



Carrie L. Honey,
Deputy Clerk

<p>FOR OFFICE USE ONLY</p> <p>770433</p> <p>CO 07 13 14 -- 54</p> <p>New Property Identifiers</p> <p>Executions</p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s)		Block	Property
	(4) Consideration TWENTY-THREE THOUSAND, SIX HUNDRED Dollars \$ 23,600.00			
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Town of Fort Erie, Regional Municipality of Niagara, being Part of Evadere Avenue, Plan 436 and Lot 153, Plan 436, designated as Parts 2 and 3 on Reference Plan 59R-11041. Road closed by By-Law 102-2000 registered as Instrument No. 769820. By-Law 123-2000 authorizes this sale of this property.			
(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		(7) Interest/Estate Transferred Fee Simple		
(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferee is not a minor, an adult under a guardianship, or a person with a mental incapacity.				
Name(s) THE CORPORATION OF THE TOWN OF FORT ERIE		Signature(s) Per: Wayne H. Redekop - Mayor		Date of Signature Y M 2000 07
Name(s) Per: Carrie Honey - Deputy Clerk		Signature(s)		Date of Signature Y M 2000 07
(9) Spouse(s) of Transferor(s) I hereby consent to this transaction				
(10) Transferor(s) Address for Service 1 Municipal Centre Drive, Fort Erie, ON L2A 2S6				
(11) Transferee(s) RICK STEWART CONSTRUCTION LTD.				
(12) Transferee(s) Address for Service 2899 Nigh Road, R R 2, Ridgeway, Ontario LOS 1N0				
(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act.				
Signature: _____ Date of Signature: Y M D _____ Signature: _____ Date of Signature: Y M D _____ Signature: _____ Date of Signature: Y M D _____				
(14) Solicitor for Transferee(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 subclause 50 (22) (c) (ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.				
Name and Address of Solicitor: _____ Signature: _____ Date of Signature: Y M D _____				
(15) Assessment Roll Number of Property: _____ City: _____ Mun: _____ Map: _____ Sub: _____ Par: _____ multiple				
(16) Municipal Address of Property Vacant Land Maple Leaf Avenue North Plan 436 Ridgeway, Ontario				
(17) Document Prepared by: Gerald F. Ruch RUCH & WILLIAMS 43 Jarvis Street Fort Erie, ON L2A 5M6				
Fees and Tax Registration Fee Land Transfer Tax Total				

SCHEDULE "B"
TO
BY-LAW NO. 123-2000

Schedule B to By-law No 123 2000

1246
Carrie L. Honey
Deputy Clerk

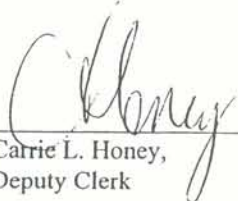
IN THE MATTER OF the sale of Town-owned surplus lands on the west side of Maple Leaf Avenue North described as Lot 153, Plan 96, now Plan 436 and part of the stopped up and closed Evadere Avenue highway and designated as Parts 2 and 3 on Reference Plan 59R-11041 (hereinafter called "the lands").

CERTIFICATE

I, Carrie L. Honey, Deputy Clerk of the Town of Fort Erie, in the Regional Municipality of Niagara, in the Province of Ontario, hereby verify that to the best of my knowledge and belief:

1. By-law No. 44-95, as amended which provides for the disposition of certain surplus lands owned by the Corporation of the Town of Fort Erie was in force at the time the lands were declared surplus.
2. That notice of the sale of the surplus lands was published in the local paper, being The Times, on October 1, 8, 15 and 22, 1996.
3. An appraisal was obtained for the lands.

DATED at Fort Erie, Ontario this 12th day of June, 2000.


Carrie L. Honey,
Deputy Clerk

Refer to all instructions on reverse side.
IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Evadere Avenue, Plan 436 and Lot 153, Plan 436,
designated as Parts 2 & 3, Plan 59R-11041 Town of Fort Erie, Regional Municipality of Niagara

BY (print names of all transferors in full) The Corporation of the Town of Fort Erie

TO (see instruction 1 and print names of all transferees in full) Rick Stewart Construction Ltd

I, (see instruction 2 and print name(s) in full) Rick Stewart

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (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 (insert name(s) of principal(s)) _____

☒ (e) The President, Vice President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

Rick Stewart Construction Ltd

_____ described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

- I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above described conveyance
☐ contains at least one and not more than two single family residences
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None.

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- | | | |
|---|--------------|--------------|
| (a) Monies paid or to be paid in cash | \$ 23,600.00 | |
| (b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) | \$ -nil | |
| (ii) Given back to vendor | \$ -nil | |
| (c) Property transferred in exchange (detail below) | \$ -nil | |
| (d) Securities transferred to the value of (detail below) | \$ -nil | |
| (e) Liens, legacies, annuities and maintenance charges to which transfer is subject | \$ -nil | |
| (f) Other valuable consideration subject to land transfer tax (detail below) | \$ -nil | |
| (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) | \$ 23,600.00 | \$ 23,600.00 |
| (h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) | \$ -nil | |
| (i) Other consideration for transaction not included in (g) or (h) above | \$ -nil | |
| (j) TOTAL CONSIDERATION | \$ 23,600.00 | |

All Blanks
Must Be
Filled In.
Insert "Nil"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
n/a

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. n/a

Sworn before me at the Town of Fort Erie
in the Regional Municipality of Niagara
this 17th day of July 2000

Beverley Corpi
A Commissioner for taking Affidavits, etc.

[Signature]
signature(s)

Property Information Record

- A. Describe nature of instrument: transfer / deed
B. (i) Address of property being conveyed (if available) Vacant Land, Maple Leaf Avenue North, Ridgeway, Ontario L0S 1N0
(ii) Assessment Roll No. (if available) multiple
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 2899 Nigh Road, RR2 Ridgeway, Ontario L0S 1N0
D. (i) Registration number for last conveyance of property being conveyed (if available) _____
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☐ Not known ☐
E. Name(s) and address(es) of each transferee's solicitor
Peter R. BonEnfant P.O. Box 239, 419 Belleair Boulevard, Ridgeway, Ontario L0S 1N0

For Land Registry Office Use Only

Registration No. _____	
Registration Date _____	Land Registry Office No. _____

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes ☐ No ☐
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes ☐ No ☐
(c) Do all individual transferees have French Language Education Rights? Yes ☐ No ☐
(d) Do all individual transferees wish to support the French Language School Board (where established)? Yes ☐ No ☐