

City of Port Colborne Council Meeting Agenda

Date: Monday, January 25, 2021
Time: 6:30 pm
Location: Council Chambers, 3rd Floor, City Hall
 66 Charlotte Street, Port Colborne

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3. Adoption of Agenda	
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20. Confidential Items

Confidential reports will be distributed under separate cover. Items may require a closed meeting in accordance with the Municipal Act, 2001.

21. Procedural Motions

22. Information items

23. Adjournment

City of Port Colborne
Council Meeting Minutes

Date: Monday, January 11, 2021
Time: 6:30 p.m.
Location: Council Chambers, 3rd Floor, City Hall
66 Charlotte Street, Port Colborne

Members Present: M. Bagu, Councillor
E. Beauregard, Councillor
R. Bodner, Councillor
G. Bruno, Councillor
F. Danch, Councillor
A. Desmarais, Councillor
D. Kalailieff, Councillor
W. Steele, Mayor (presiding officer)
H. Wells, Councillor

Staff Present: D. Aquilina, Director of Planning and Development
A. LaPointe, Manager of Legislative Services/City Clerk
S. Luey, Chief Administrative Officer
C. Madden, Deputy Clerk (minutes)
B. Boles, Director of Corporate Services/Treasurer
C. Kalimootoo, Director of Engineering and Operations

- 1. Call to Order**
- 2. National Anthem**
- 3. Proclamations**
- 4. Adoption of Agenda**

Moved by Councillor F. Danch
Seconded by Councillor R. Bodner

That the agenda dated January 11, 2021 be confirmed, as amended to include Memo from Steve Shypowskyj, Manager of Projects & Design - CSO Control Funding Application.

5. Disclosures of Interest

5.1 Councillor E. Beauregard - Delegated Authority for Conditional Building Permit for SouthPort Condo Inc. (Report 2021-20)

The Councillor is employed by Sullivan Mahoney LLP, the solicitor of SouthPort Condos Inc.

5.2 Councillor E. Beauregard - Chief Administrative Office Report 2021-16, Potential Disposition of City Owned Land

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as an option to seek legal advice is to be discussed for this item.

5.3 Councillor E. Beauregard - Chief Administrative Office Report 2021-18, Potential Disposition of City Owned Land

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided or will provide legal advice on this item.

5.4 Councillor F. Danch - Delegated Authority for Conditional Building Permit for SouthPort Condo Inc. (Report 2021-20)

Rankin Construction Inc. is a customer of the Councillor's business.

5.5 Councillor E. Beauregard - Chief Administrative Office Report 2021-19, Human Resources Update

The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided or will provide legal advice on this item.

6. Approval of Minutes

Moved by Councillor E. Beauregard

Seconded by Councillor A. Desmarais

That the minutes of the special and regular meetings of Council, held on December 14, 2020, be approved as amended.

6.1 Special Meeting of Council - December 14, 2020

6.2 Regular Meeting of Council - December 14, 2020

7. Staff Reports

Moved by Councillor M. Bagu

Seconded by Councillor H. Wells

That items 7.1 and 7.2 be approved, and the recommendations contained therein be adopted.

Carried

7.1 Recommendation Report for Zoning By-law Amendment D14-06-20, 599 Main Street West (Report 2021-13)

That the Zoning By-law Amendment attached as Appendix A to Planning and Development Department Report 2021-13 be approved; and

That Planning and Development staff be directed to prepare and circulate the Notice of Passing in accordance with the *Planning Act*.

7.2 Memo from Steve Shypowskyj, Manager of Projects & Design - CSO Control Funding Application

That Council of the City of Port Colborne support the staff application to the Region of Niagara for Combined Sewer Overflow Control Funding.

8. Correspondence Items

Moved by Councillor D. Kalailieff

Seconded by Councillor F. Danch

That items 8.1 to 8.6 be received for information.

Carried

8.1 Niagara Region - Ecological Land Classification Mapping Project

8.2 Niagara Region - Lobbyist Registry

8.3 Niagara Region - Niagara Official Plan Consultation Update

8.4 City of St. Catharines - Ontario Gas Fired Power Plants

8.5 City of Welland - City of Port Colborne, Designating the Vulnerable Aquifer of Official Plan

8.6 Correspondence from Port Cares - Thank you Letter to Council regarding Housing Project

9. Presentations

9.1 Jonathan Hack, Director at Sierra Planning and Management - Road Ends Study

Jonathan Hack, Director at Sierra Planning and Management provided a presentation with respect to a Road Ends Study in the City of Port Colborne and responded to questions received from Council. A copy of his presentation is attached.

9.2 Bill Myers, Supervisor of Customer Service and Strategic Projects - Modernization Project Update

Bill Myers, Supervisor of Customer Service and Strategic Projects provided an update on the Modernization Project and responded to questions received from Council. A copy of his presentation is attached.

10. Delegations

11. Mayor's Report

A copy of the Mayor's report is attached.

12. Regional Councillor's Report

Regional Councillor Butters provided an update to City Council.

13. Staff Remarks

13.1 COVID-19 Update (Luey)

The Chief Administrative Officer provided information on the City operations during the pandemic and stated that although the Province is in a lockdown staff will continue to provide many services remotely.

14. Councillors' Remarks

14.1 Committee of Adjustment Notices (Bagu)

Councillor Bagu requested that staff ensure that Committee of Adjustment application notices are sent to all Councillors.

14.2 Landscaping at Cedar Bay Beach/Centennial Park (Wells)

Councillor Wells expressed appreciation towards the Manager of Parks and Recreation for providing notice on the City's social media networks

with respect to the landscaping at Cedar Bay Beach/Centennial Park as it clarified any concerns the public may have.

14.3 Ditching on Holloway Bay Road (Wells)

In response to Councillor Wells' inquiry with regards to maintenance of the ditches at Holloway Bay Road and Michener Road, the Manager of Projects and Design indicated that staff are aware of the drainage/flooding concerns of residents in this area and that an Engineer is appointed to complete a Report on the municipal drain in this area but that Report is not expected to be completed for at least two years. The Manager of Projects and Design informed Council that Operational staff will attend the area in the meantime to ensure that any immediate issues are addressed and will follow-up when the 2021 ditching work commences.

14.4 Development on Michener Road (Wells)

In response to Councillor Wells' inquiry with respect to whether the development on Michener Road will have any mitigation measures put in place in order to prevent more issues with flooding and drainage in that area, the Director of Planning and Development informed Council that for all consent applications, the Engineering Division is given notice and is required to provide comments with respect to any drainage matters. The Drainage Superintendent informed Council that drainage in this area has always been an issue and that development in this area has been discouraged until the issues with the drain can be mitigated but the process for completing an Engineer's Report takes much longer than processing any development applications and so in this circumstance, the Engineering Division is encouraging a mutual drainage agreement between neighbours.

14.5 Delegation Requests (Wells)

In response to Councillor Wells' inquiry with respect to what the procedure is for members of the public who have provided correspondence regarding their concerns of the Road Ends study, the City Clerk informed Council that the Clerk's Division is collecting all of the correspondence, sending it along to the appropriate staff member in order to share with the Consultant, and keeping it on record to bring forward to Council at the same time the matter of decision is brought forward for Council's consideration. The City Clerk further indicated that a stand-alone Council meeting will be held when the matter of decision is ready to be brought

forward for Council's consideration in order to allow members of the public who have provided written correspondence to attend the meeting virtually.

14.6 Waste on Main Street (Danch)

Councillor Danch expressed gratitude towards the Operations staff for cleaning up some waste that was located along Main Street.

14.7 Snow Fence at Lakeview Park (Danch)

Councillor Danch expressed appreciation towards the Parks and Recreation staff for repairing the snow fencing that was damaged at Lakeview Park.

14.8 Phone Calls from Developers (Desmarais)

Councillor Desmarais expressed frustration with the amount of developers contacting her requesting that she influence bids that may be pending. The Councillor indicated that Councillors should not be contacted in this regard and that these matters should be addressed in accordance with City policies by the appropriate staff member.

14.9 Beach Restrictions (Bodner)

In response to Councillor Bodner's inquiry with respect to whether staff are preparing for the 2021 summer beach restrictions, the Chief Administrative Officer informed Council that a report would be coming to Council in the Spring.

14.10 Vale Health and Wellness Centre (Beauregard)

Councillor Beauregard expressed appreciation towards the Parks and Recreation staff for all the work at the Vale Health and Wellness Centre.

15. Consideration of Items Requiring Separate Discussion

15.1 Transit Enhancement Opportunity (Report 2021-15)

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That Corporate Services Department Report 2021-15 be received;

That the City of Port Colborne request the Region of Niagara to submit a service order to Via Mobility LLC to amend its master terms agreement for the deployment of a turnkey, on-demand transit service to include the service area of Port Colborne and the integration and alignment of the

Port Colborne service into the Niagara Regional Transit (NRT) OnDemand mobile application; and

That subject to approval by the Niagara Region's Public Works Committee and Council:

- Port Colborne Transit be integrated into the NRT OnDemand program (including related Provincial Gas Tax Funding) as outlined in this report;
- The City of Port Colborne provide funding to the Niagara Region as outlined in this report;
- The City of Port Colborne extend its appreciation to the City of Welland for their long-standing service as the City of Port Colborne Transit provider and for that contract to stop when the OnDemand service begins;
- The City of Port Colborne extend its warmest thank you to the Port Colborne Transit Advisory Committee for their previous service and for that committee to be dissolved;
- The Chief Administrative Officer and Director of Corporate Services / Treasurer be authorized to sign and execute the necessary documents to complete the approved recommendations in this report.

Carried

15.2 Delegated Authority for Conditional Building Permit for SouthPort Condo Inc. (Report 2021-20)

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the solicitor of SouthPort Condos Inc.)

Councillor F. Danch declared a conflict on this item. (Rankin Construction Inc. is a customer of the Councillor's business.)

Moved by Councillor H. Wells
Seconded by Councillor D. Kalailieff

That Council delegates authority to the Chief Building Official to issue a conditional permit agreement for the SouthPort Condo Inc. property; and

That Council direct the Director of Engineering and Operations to close West Street from Adelaide Street to Victoria Street until December 2023 or project completion.

Carried

- a. **Memo from Steve Shypowskyj, Manager of Projects & Design - Temporary Closure of West Street from Adelaide Street to Victoria Street for SouthPort Condo Inc. Development**

15.3 Medical Cannabis Grow Operations (Report 2021-07)

Moved by Councillor H. Wells

Seconded by Councillor R. Bodner

That Planning and Development Department Report 2021-07 be received; and

That Council support the correspondence received from the Regional Municipality of Niagara Police Services Board attached as Appendix A; and

That Council support the correspondence item attached as Appendix B from the Township of Blandford-Blenheim regarding Cannabis Production.

Carried

15.4 Recommendation Report for Zoning By-law Amendment D14-02-20, 168 and 176 Elm Street (Report 2021-09)

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That the Zoning By-law Amendment attached as Appendix A to Planning and Development Department Report 2021-09 be approved, rezoning the subject property from I - Institutional and R4 – Fourth Density Residential to R4-56; and

That Planning and Development staff be directed to prepare and circulate the Notice of Passing in accordance with the *Planning Act*.

Amendment:

Moved by Councillor H. Wells

Seconded by Councillor G. Bruno

That the Zoning By-law Amendment attached as Appendix A to Planning and Development Department Report 2021-09 be approved, rezoning the subject property from I - Institutional and R4 – Fourth Density Residential to R4-56;

That Planning and Development staff be directed to prepare and circulate the Notice of Passing in accordance with the *Planning Act*; and

That the Zoning By-law Amendment be amended by striking out section 3 j) and adding the following thereto:

j) Minimum Number of Parking Spaces 1 space per residential dwelling unit

Carried

15.5 Niagara Region - 2021 Water and Wastewater Operating Budget, Rate Setting and Requisition

Moved by Councillor G. Bruno
Seconded by Councillor D. Kalailieff

That the resolution received from the Niagara Region - 2021 Water and Wastewater Operating Budget, Rate Setting and Requisition, be received for information.

Carried

15.6 Niagara Region - 2021 Waste Management Operating and Rate Requisition Budget

Moved by Councillor M. Bagu
Seconded by Councillor D. Kalailieff

That the resolution received from the Niagara Region - 2021 Waste Management Operating and Rate Requisition Budget, be received for information.

Carried

15.7 City of St. Catharines - Hospice Workers

Moved by Councillor M. Bagu
Seconded by Councillor F. Danch

That the resolution received from the City of St. Catharines - Hospice Workers, **be supported.**

Carried

15.8 City of Niagara Falls - Mental Health, Homelessness and Addiction

Moved by Councillor A. Desmarais

Seconded by Councillor R. Bodner

That the resolution received from the City of Niagara Falls - Mental Health, Homelessness and Addiction, **be supported.**

Carried

15.9 Town of Pelham - 988 Crisis Line

Moved by Councillor M. Bagu

Seconded by Councillor E. Beauregard

That the resolution received from the Town of Pelham - 988 Crisis Line, **be supported.**

Carried

15.10 Correspondence from Jennefer Driver - Comments regarding Chestnut Street Park

Moved by Councillor A. Desmarais

Seconded by Councillor E. Beauregard

That the correspondence received from Jennefer Driver - Comments regarding Chestnut Street Park, be received for information.

Carried

16. Motions

16.1 Memo from Councillor Ron Bodner - Reconsideration of Michener Municipal Drain Meeting to Consider

Moved by Councillor R. Bodner

Seconded by Councillor H. Wells

That Engineering and Operations Department, Engineering Division, Report No. 2020-146, Subject: Michener Municipal Drain Meeting to Consider, be reconsidered.

Carried

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That the Mayor and Clerk be directed to execute a by-law to provisionally adopt the Michener Municipal Drain Engineer's Report, dated May 7, 2020, prepared by Paul Marsh, P. Eng. of EWA Engineering Inc., under Section 78, Chapter D.17 of the *Drainage Act* R.S.O. 1990;

That staff be directed to advance the Michener Municipal Drain Engineer's Report to that of the Court of Revision, as per Section 46(1), Chapter D.17 of the *Drainage Act* R.S.O. 1990; and

That Councillor Wells, Councillor Bagu and Councillor Bodner be appointed as a members of the Michener Municipal Drain Court of Revision and Councillor Danch be appointed as an alternate to be tentatively scheduled for December 9, 2020.

Amendment:

Moved by Councillor R. Bodner
Seconded by Councillor H. Wells

That the Mayor and Clerk be directed to execute a by-law to provisionally adopt the Michener Municipal Drain Engineer's Report, dated May 7, 2020, prepared by Paul Marsh, P. Eng. of EWA Engineering Inc., under Section 78, Chapter D.17 of the *Drainage Act* R.S.O. 1990;

That staff be directed to advance the Michener Municipal Drain Engineer's Report to that of the Court of Revision, as per Section 46(1), Chapter D.17 of the *Drainage Act* R.S.O. 1990; and

That Councillor Wells, Councillor Bagu and Councillor Bodner be appointed as a members of the Michener Municipal Drain Court of Revision and Councillor Danch be appointed as an alternate to be tentatively scheduled for December 9, 2020; and

That Council support the members of the Michener Municipal Drain

Court of Revision in the decisions to be made at the upcoming second sitting of the Court of Revision.

Carried

- a. Memo from Alana Vander Veen, Drainage Superintendent - Reconsideration of Michener Municipal Drain Meeting to Consider**

17. Notice of Motions

17.1 Councillor Desmarais - Councillor Misconduct

Councillor Desmarais provided notice of her intention to introduce a motion at the January 25, 2021 Council meeting with respect to ways and means to have a Councillor's seat vacated for serious misconduct.

17.2 Councillor Bruno - Official Plan and Zoning By-law Amendments

Councillor Bruno provided notice of his intention to introduce a motion at the January 25, 2021 Council meeting with respect to City initiated Official Plan and Zoning By-law amendments that also includes City property to help assist in the growth of the City's industrial sector.

18. Minutes of Boards & Committees

18.1 Environmental Advisory Committee Minutes - October 14, 2020

Moved by Councillor H. Wells
Seconded by Councillor D. Kalailieff

That the minutes of the Environmental Advisory Committee meeting, held on October 14, 2020, be approved as presented.

Carried

19. By-laws

Moved by Councillor F. Danch
Seconded by Councillor M. Bagu

That items 19.2 and 19.3 be enacted and passed.

Carried

- 19.2 By-law to Amend Zoning By-law 6575/30/18 Respecting 599 Main Street West**
- 19.3 By-law to Adopt, Ratify and Confirm the Proceedings of the Council of The Corporation of the City of Port Colborne**
- 19.1 By-law to Amend Zoning By-law 6575/30/18 Respecting 168 and 176 Elm Street**

This item has been withdrawn as a result of the amendments made to the corresponding report.

20. Confidential Items

The City Clerk reported that direction was provided to staff for items 20.2 to 20.7 during closed session in accordance with the *Municipal Act*, 2001.

Moved by Councillor A. Desmarais

Seconded by Councillor E. Beauregard

That Council do now proceed into closed session in order to address items 20.1 to 20.7.

Carried

20.1 Minutes of the closed session portion of the December 14, 2020 Council Meeting

20.2 Chief Administrative Office Report 2021-16, Potential Disposition of City Owned Land

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as an option to seek legal advice is to be discussed for this item.)

20.3 Chief Administrative Office Report 2021-18, Potential Disposition of City Owned Land

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided or will provide legal advice on this item.)

- 20.4 Chief Administrative Office Report 2021-17, Potential Disposition and Acquisition of Land**
- 20.5 Chief Administrative Office Report 2021-12, Potential Acquisition of Land**
- 20.6 Chief Administrative Office Report 2021-14, Potential Acquisition of Land**
- 20.7 Chief Administrative Office Report 2021-19, Human Resources Update**

Councillor E. Beauregard declared a conflict on this item. (The Councillor is employed by Sullivan Mahoney LLP, the City's solicitor, and has an indirect pecuniary interest as the City's solicitor provided or will provide legal advice on this item.)

21. Procedural Motions

22. Information items

23. Adjournment

Council moved into Closed Session at approximately 10:34 p.m.

Council reconvened into Open Session at approximately 12:29 a.m.

Mayor Steele adjourned the meeting at approximately 12:30 a.m.

William C. Steele, Mayor

Amber LaPointe, City Clerk

Subject: COVID Update – January 2021

To: Council

From: Chief Administrative Office

Report Number: 2021-26

Meeting Date: January 25, 2021

Recommendation:

That Chief Administrative Office Report 2021-26 be received for information.

Purpose:

This CAO generated report is provided as a follow up to the COVID-19 pandemic update that was provided to City Council on December 14, 2020.

Background:

The City's Emergency Operations Centre (EOC) was activated in response to the COVID-19 pandemic on March 13, 2020 by bringing together the City's Emergency Control Group (ECG). The COVID-19 pandemic continues to affect the nation and the City continues to prepare, respond, and plan recovery from the impacts of the pandemic to the municipality. As described in a previous staff report, the City's response is based on four principles:

- Maintaining essential City services to the community throughout the emergency;
- Continuing to ensure the safety and security of the public and City staff;
- Ensuring the organization remains financially stable throughout COVID-19; and
- Continuing to remain consistent in the City's actions with the actions of other agencies.

In order to respond appropriately to the impacts of the pandemic and adhere to these principles, the City's response has been divided into three phases:

- First phase – initial response and precautions for users and staff
- Second phase – maintaining essential services
- Third phase – recovery and reopening

Currently, the City is in the third phase, recovery and reopening, as staff continue to execute plans that were developed for reopening the City's programs, services, and facilities. The second wave of the pandemic has brought with it the Province's colour-coded recovery framework which moves the Niagara Region between different levels of reopening based on several criteria and the recent 'stay-at-home' order designed to contain the number of cases in communities in Ontario. Both of these initiatives combine to impact the speed with which the City reopens municipal programs and services to the community.

Discussion:

In the time since the last COVID Update to Council, the Province has announced that the Niagara Region would be moving into the 'red' level of the Province's COVID-19 recovery framework effective December 21. The red level is more restrictive than the 'orange' level that the Region was subject to prior to red. The restrictions under red govern the number of people that may gather in residences and municipal facilities such as community centres and indoor recreation facilities, as well as the operating hours and number of people that can gather in private businesses such as restaurants. The move to red was expected by staff. City Directors have prepared operating plans for all levels of the recovery framework and the plans for the red level were enacted on December 21. The main operating change that would be of interest to Council is that the Vale Health & Wellness Centre (VHWC) is closed to the public per the City's internal plans, including arena users, under red. The YMCA also suspended operations in the VHWC under the red level.

Several days later, the Provincial government announced that all of Ontario would be moved to the 'grey' or lockdown level – the most restrictive level of the framework – effective December 26. In Southern Ontario, the lockdown period was deemed to be at least 28 days. At this time, it was expected that the 28-day lockdown period would be followed by an additional lockdown period or a return to the red level (as opposed to a return to a less restrictive level) and the decision was made to remove one pad of ice from the VHWC. Staff determined that the cost of replacing a removed pad of ice is less than the amount that could be saved from operating refrigeration equipment during the lockdown and subsequent period.

After several weeks in the lockdown level, the Province announced a 'stay-at-home' order for all of Ontario effective January 14. The stay-at-home order provides a very restrictive list of reasons for Ontario residents to leave their homes, outside of the provided reasons, residents are expected to remain at home. Among other

communication initiatives, the Province made it clear that the expectation under the order is that any individuals who can work from home are expected to do so. The City is an essential employer and has many employees that cannot work remotely – these workers will continue to attend the workplace, while the City intends to comply with the intent of the order by ensuring that all other workers – those that can work remotely – will do so during the period of the order. At this time, staff decided to remove the second pad of ice at the VHWC for the same reason that the first pad was removed.

In addition to the impacts on the City as an employer, the varying levels of the framework and the stay-at-home order also have an impact on operations in the By-law Enforcement Division. The department receives many calls for service due to COVID including reports of violations of Provincial rules and calls for interpretations of the rules. Staff continue to respond to these requests in a timely manner.

Financial Implications:

The City is in the midst of year-end accounting for the 2020 fiscal year – a balanced budget is expected. The 2021 budget was prepared to allow the City the flexibility to continue to navigate through the duration of the pandemic while continuing to provide all municipal services without putting the City in a deficit position.

Public Engagement:

The City continues to provide high-quality communication to the community by giving frequent updates of City initiatives and sharing information from other agencies such as the Federal government, the Provincial government, and the Region of Niagara and Niagara Region Public Health.

Conclusion:

The City's Emergency Control Group continues to meet during the pandemic to make operational decisions for the City's programs and services in order to maintain essential operations within the community. Staff will continue to report to Council for the duration of the pandemic.

Respectfully submitted,

Scott Luey
Chief Administrative Officer
(905) 835-2901 ext. 306
Scott.Luey@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Subject: General Insurance 2021

To: Council

From: Corporate Services Department

Report Number: 2021-25

Meeting Date: January 25, 2021

Recommendation:

That Corporate Services Department Report 2021-25 be received;

That the existing general insurance program be renewed with Frank Cowan Company for an annual premium of \$565,232 plus applicable taxes for a period of 18-months (until June 30, 2022); and

That the general insurance program be marketed prior to the conclusion of the contract term ending June 30, 2022.

Purpose:

As a component of risk management, the City of Port Colborne (the "City") maintains general insurance. This report proposes to award the general insurance program to Frank Cowan Company.

Background:

The City, through McAvoy, Belan & Campbell, has performed three insurance market surveys in the past eleven years. In the last survey, Frank Cowan Company was identified as providing the best overall program based on factors such as premiums, coverage and risk management.

As a result of the ongoing COVID-19 pandemic, staff indicated during the budget process that there were no plans to market the City's insurance for 2021 and instead look to renew with Frank Cowan Company at this time. This remains staff's recommendation.

Staff identify Council could direct staff not to accept the proposed general insurance program developed with Frank Cowan Company and market the general insurance program. The City has until March 31, 2021 to finalize with Frank Cowan Company.

Discussion:

This report identifies the recommended annual contract value of \$565,232 plus applicable taxes is approximately 31% higher than the prior contract.

Discussions among local area municipal treasurers identified significant increases across other municipalities as well. These increases range from 10% to 43%.

The increase the City experienced in its prior 18-month contract was 5%. Combined over three years the City has experienced an average annual increase of approximately 12%.

The pricing of insurance is driven by a number of factors including what is being covered, the extent of coverage, and frequency and severity of losses. The three most significant areas impacting premiums are as follows:

- The City has experienced 146 liability claims over the past 5 years leading to a 26% increase in the liability policy.
- The City has experienced growth as a result of additions and inflation resulting in higher capital asset replacement costs, coupled with continued exposure to Lake Erie claims, leading to a 40% increase in the property policy.
- The City's fleet continues to grow and carries a large loss record from prior terms. This coupled with general rising Ontario vehicle insurance rates is leading to a 40% increase in the fleet policy.

Salient changes to the insurance program other than price include:

- Virus and bacteria exclusion.
- The Sugarloaf Harbour Pedestrian Bridge situated at 3 Marina Drive will no longer be insured within the Blanket Limit and will instead be insured as a Scheduled Item and the deductible of \$25,000 will continue to apply.
- The Sugarloaf Harbour Docks, at 3 Marina Drive and the Harbour Master Docks situated at 201 West Street will no longer be insured within the Blanket Limit and will instead be insured as Scheduled Items. A deductible of 3% or Minimum \$100,000 will apply for the peril of windstorm. Coverage for these docks still does not apply to claims caused directly or indirectly by ice nor wind driven water.
- Buildings and property at 3 Marina Drive and 201 West will now carry a \$100,000 flood deductible.
- Losses to heavy fire vehicles exceeding 25 years of age will be settled by Actual Cash Value instead of Replacement Cost. Losses to all other vehicles, exceeding

20 years of age will be settled by Actual Cash Value instead of Replacement Cost.

While the City's insurance program is recommended for approval at this time, staff identify the City is constantly evolving and the need for different levels and types of insurance also change. Staff will continue to monitor the insurance needs of the City and anticipate reporting to Council prior to marketing the General Insurance Program.

Financial Implications:

The 2021 Operating Budget planned for a 15% increase in the cost of the general insurance program. The increase of 31% represents an additional budget requirement of approximately \$69,000. Staff note that the Frank Cowan Company will be providing an \$11,000 refund in 2020 insurance premiums as a result of the decreased activity and events at the City as a result of the COVID-19 pandemic. Staff propose this refund be carried forward to 2021 to offset the identified general insurance program cost increase. The net difference of \$58,000 (\$69,000 - \$11,000) will be a cost pressure in 2021.

Staff identified during the budget process that budgets are estimates. Staff recognize while it would be simple if budget to actual always matched, there normally are differences. Staff recognize Council's desire for a balanced budget or better and will be providing triannual financial reporting in 2021 starting with the period ended April 31, 2021. At this time staff anticipate there may be other positives and negatives to the budget and these differences may offset this balance. Should this not be the case staff will identify funding strategies that may include the one-time utilization of reserves.

Conclusion:

Staff appreciate the working relationships and service the City has received from Frank Cowan Company. While acknowledging the increase is more than desired or anticipated, staff identify this is a difficult insurance environment.

In recommending proceeding with the general insurance program proposed with Frank Cowan Company for an 18-month period, staff are also recommending the City market the general insurance program prior to the next renewal.

Respectfully submitted,

Bryan Boles, MBA, CPA, CA
Director, Corporate Services / Treasurer
905-835-2900 ext. 105
Bryan.Boles@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Subject: Christian Horizons Group – Invoice for False Alarms

To: Council

From: Fire and Emergency Services

Report Number: 2021-21

Meeting Date: January 25, 2021

Recommendation:

That Council receive Fire and Emergency Services Report 2021-21, Christian Horizons Group – Invoice for False Alarms; and

That the Fire Chief be directed to continue billing for nuisance alarms in accordance with By-law 6741/105/19.

Purpose:

This report was prepared at the direction of Council in response to Christian Horizons Group requesting financial relief for an invoice issued by Port Colborne Fire & Emergency Services under By-law 6741/105/19 for nuisance alarms.

Background:

As of December 22, 2020, Port Colborne Fire & Emergency Services has responded to five nuisance alarms at Christian Horizons Group home located at 408 Barrick Road. Dates of responses and description in 2020 are as follows:

June 23 - 17:55:21 - Alarm System Equipment – Accidental Activation

July 8 - 01:50:32 - Alarm System Equipment – Malfunction

July 11 - 03:16:47 - Alarm System Equipment – Malfunction

July 13 - 22:48:54 - Alarm System Equipment – Malfunction

Dec 11 - 01:21:48 - Alarm System Equipment – Malfunction

After the second nuisance alarm on July 8, Fire Prevention Officer Turpin, contacted the operator of the home to discuss the need to get the system serviced. Again, on July 14 the Fire Prevention Officer contacted the operator after two more nuisance alarms; one on July 11 and another on July 13. The Fire Department does contact owners of nuisance alarms in order to eliminate further nuisance alarms and reduce the amount of invoices being issued.

Prior nuisance alarms at the property include:

Feb 4, 2016 - 15:06:54 - Alarm System Equipment – Accidental Activation

Apr 14, 2017 - 15:08:45 - Alarm System Equipment – Accidental Activation

Feb 21, 2018 - 15:55:35 - Alarm System Equipment – Accidental Activation

Aug 25, 2019 - 15:55:20 - Alarm System Equipment – Accidental Activation

Since 2016, Christian Horizons Group who operate a group home for vulnerable persons, has an average of one false alarm a year. The operator has never been billed for any nuisance alarms prior to 2020.

Under By-law No. 6741/105/19 Port Colborne Fire & Emergency Services does have the ability to bill for each responding apparatus; for this type of alarm four of the Department's apparatus are dispatched. As a show of good faith, the Fire Service only billed Christian Horizons Group for one apparatus.

At the December 14, 2020 meeting Council waived the \$100 administration charge within the July 13, 2020 invoice. The City Clerk has informed staff that any changes to the billing of this invoice would require a reconsideration of Council.

Discussion:

A nuisance alarm by definition is the repeated activation of a fire alarm system caused by mechanical failure, equipment malfunction or improper maintenance. Port Colborne Fire & Emergency Services takes the position that the problem of repeated nuisance alarms is preventable. These alarms have become a significant concern for the fire service due to the impact upon public and fire fighter safety.

Public Safety:

A fire alarm system is in place to give early warning to the residents of a building that a fire event is occurring. Repeated false or nuisance alarms in a vulnerable occupancy building can lead to reaction complacency among residents and staff. This complacency may slow or deter the evacuation of the residents in a true emergency.

Fire Fighter Safety:

The National Fire Protection Association lists the second leading cause of fire fighter injury or death in North America as motor vehicle accidents. While lights and sirens are used by emergency vehicles to warn other drivers on the roadways, distracted drivers do not always give the right of way. By reducing nuisance alarms, Port Colborne Fire & Emergency Services limits exposure to accidents while leaving resources available for actual emergencies.

Solutions Available:

To combat nuisance alarms, the Fire Service has several tools at its disposal. The Ontario Fire Code can be used as an enforcement tool by laying charges and going through the court system. Provincial Offences usually requires staff to represent the City (at the City's expense) and, in cases of conviction, fines start at \$5,000 per count.

Note: The Regional Municipality of Niagara collects 50% of the fine and the remaining fines are split proportionately across the twelve municipalities of the Region.

Additionally, the City of Port Colborne pays for legal representation provided by the Region.

Under By-law No. 6741/105/19 "By-law to establish fees and charges for various services", Council will note that the Fire Service does not charge for the first nuisance alarm; subsequent nuisance alarms are charged at the Ministry of Transportation rate for each responding apparatus. For a fire alarm activation, such as the ones at Christian Horizons Group Home, four apparatus are dispatched. All monies collected through the invoicing process are paid directly to the City of Port Colborne.

The ultimate goal of Port Colborne Fire & Emergency Services is public safety through code and standard compliance. Billing for services is a common practice for nuisance alarms and is one of the tools utilized to obtain compliance.

Financial Implications:

Council did waive the administrative fee of \$100.00 at the December 14th, 2020 Council meeting.

Total value of the invoice remaining is \$1109.10

Other than the value of the invoice, there are no financial implications.

Conclusion:

Port Colborne Fire & Emergency Services did not bill Christian Horizons Group for the second nuisance alarm on July 8, 2020. Staff reached out to the property owner to attempt to resolve the issues the owner was having with the fire protection system before taking enforcement actions. Further nuisance alarms continued to occur.

By-law 6741/105/19 was created and passed by Council to help the Fire Service deal with properties that have compliance issues. Port Colborne Fire & Emergency Services requests that the invoice stand to assist the department in protecting life through compliance.

Respectfully submitted,

Scott Lawson
Deputy Fire Chief
905-834-4512 ext. 402
scott.lawson@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Subject: Annual Asphalt Resurfacing Program, Extension

To: Council

From: Engineering and Operations Department

Report Number: 2021-24

Meeting Date: January 25, 2021

Recommendation:

That Engineering and Operations Department Report 2021-24 be received;

That the current Asphalt Resurfacing Contract #2015 Road Resurfacing with Rankin Construction Inc. be extended for an additional 2 years, at an annual increase of 2% applied to the 2020 unit rates for 2021, and a 2% increase applied to the 2021 unit rates for 2022;

That staff be directed to utilize the bid items as listed within the existing Tender Document in such a manner to complete all works as may be required for each year of 2021 and 2022, all as approved in the annual budget by Council; and

That a contract by-law, whereby the City enters into a Contract Agreement with the contractor be prepared to extend the contract as stated.

Purpose:

The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their existing contract with the municipality for two years.

Discussion:

Staff received a proposal from Rankin Construction Inc. to extend the existing Road Resurfacing Program contract for two years, being 2021 and 2022. The contractor proposes to continue to supply the services as stipulated within the previous two-year contract, from 2019/2020, and will do so at an annual increase of 2%.

This action would provide the municipality the ability to establish its annual asphalt resurfacing costs for both 2021 and 2022 at a 2% annual increase from the 2020 contract

pricing. Rankin Construction successfully tendered this contract in 2015 as a two-year contract. In both 2017 and 2019, the municipality granted a two-year extension to this contract at a 2% annual increase; the same as proposed this year. Staff are currently finalizing details on the 2021 road resurfacing list which include the budget allocation. This list will be released to Council and the public before commencing the 2021 Road Resurfacing Program.

Financial Implications:

Extending the Road Resurfacing program for two years will establish the pricing for 2021 and 2022 based on the 2020 unit rates plus a 2% annual increase.

Conclusion:

Staff recommend that Council accept the offer to extend the 2020 Road Resurfacing Program for two years being 2021 and 2022 at a 2% annual increase.

Appendices:

- a. Appendix A – Rankin Construction Inc. - Extension Request

Respectfully submitted,

Patrick Zub
Design & Construction Supervisor
905-835-2901 ext. 221
patrick.zub@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Rankin Construction Inc.

CONTRACTORS & ENGINEERS

20 Corporate Park Drive
Suite 100
St. Catharines, Ontario
L2S 3W2
Telephone: (905) 684-1111
Fax: (905) 684-2260
stcath@rankinconstruction.ca

605 James Street North
3rd Floor
Hamilton, Ontario
L8L 1K1
Telephone: (905) 525-5153
Fax: (905) 525-9110
ham@rankinconstruction.ca

October 8, 2020

City of Port Colborne
1 Killaly Street West
Port Colborne, ON
L3K 6H1

Attention: Steve Shypowskyj, Acting Director of Engineering & Operations

RE: City Wide Hot Mix Program – Project No. 2015-11

Please accept this letter as our request to extend the City of Port Colborne Hot Mix Paving Program for an additional two years.

We would request a 2% increase in 2021 and 2022, (each year to be applied to each item).

Please feel free to contact the undersigned if you have any questions.

Yours Truly,

RANKIN CONSTRUCTION INC.

Brian Rankin
President

Subject: Sidewalk Construction City Wide, Extension

To: Council

From: Engineering and Operations Department

Report Number: 2021-33

Meeting Date: January 25, 2021

Recommendation:

That Engineering and Operations Department Report 2021-22 be received;

That the current Sidewalk Construction City Wide Contract #2020-12 with Signature Contractors Windsor Inc. be extended for one year, at a 0% increase over the 2020 unit rates; and

That staff be directed to utilize the bid items as listed within the existing Tender Document in such a manner as to complete all works as may be required, all as approved in the annual budget by Council; and

That a contract by-law, whereby the City enters a Contract Agreement with the contractor be prepared to extend the contract as stated.

Purpose:

The purpose of the report is to provide details and inform Council of an offer by the current contractor to extend their contract with the municipality for another year.

Discussion:

Staff received a proposal from Signature Contractors Windsor Inc. to extend the existing Sidewalk Construction contract for one year, to the end of 2021. The contractor has proposed to continue to supply the services as stipulated within the existing contract with the same unit rates used in the 2020 contract.

This action would provide the City the ability to establish the annual sidewalk construction cost for 2021 at a 0% increase from the 2020 contract pricing. Undertaking this action will eliminate the need to re-tender the works for 2021.

Financial Implications:

Extending the Sidewalk Construction contract for one year will establish the pricing for 2021 based on the 2020 unit rates at a 0% increase.

Conclusion:

Staff recommend that Council accept the offer to extend the 2020 Sidewalk Construction contract for one year, to the end of 2021, at a 0% increase.

Appendices:

- a. Appendix A - Signature Contractors Windsor Inc. - Extension Request

Respectfully submitted,

Patrick Zub
Design & Construction Supervisor
905-835-2901 ext. 221
patrick.zub@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.

Contract Extension

Don Bastien <don@signaturecontractors.ca>

Wed 8/5/2020 11:43 AM

To: Patrick Zub <Patrick.Zub@portcolborne.ca>; Mathew Pilon <Mathew.Pilon@portcolborne.ca>

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning – I just wanted to reiterate again that we are very much open to continue to do concrete repair work with the City of Port Colborne into 2021 and the future. We are willing to hold our 2020 tender rates for the 2021 season. If it's easier for everyone to just keep the tender line items and tender rates exactly as they were on this year's contract, I am ok with that.

We'd like to keep an ongoing working relationship with the Town, and we feel with the quality of our work, customer service, and overall efficiency and timing to complete the work, we'd be a great fit to complete any concrete work for next year. Feel free to call me to discuss if we can create a contract extension now, or if that's something that has to be completed next year, once the capital budget is finalized.

Thanks again,

Don Bastien

Signature Contractors

Cell # 519-791-7735



Subject: Sale of 130 Rodney Street

To: Council

From: Chief Administrative Office

Report Number: 2021-27

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with Alvin Rampersaud for \$45,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with Alvin Rampersaud for \$45,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Alvin Rampersaud for the City owned lot located at 130 Rodney Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

130 Rodney Street was listed for \$64,900. At their January 11, 2021 meeting, Council considered three offers on the property as part of report 2021-16 and accepted an offer from Alvin Rampersaud for \$45,000. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and, if not, the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. The closing date is scheduled for March 12, 2021.

Financial Implications:

The proposed selling price of the property is \$45,000. After the 4.5% real estate commission is deducted, the City will net approximately \$42,975. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

130 Rodney Street has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with Alvin Rampersaud and that this agreement be adopted by by-law.

Appendices:

- a. Offer to Purchase from Alvin Rampersaud
- b. Draft By-law for Sale of 130 Rodney Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: ALVIN RAMPERSAUD

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 130 RODNEY Street

Port Colborne



DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

☐ The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
AR
BUYER

CO-OPERATING/BUYER BROKERAGE

DS
SL
SELLER

BB
LISTING BROKERAGE



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
NONE

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
(included in/in addition to)

INITIALS OF BUYER(S):

DS

AR

INITIALS OF SELLER(S):

DS

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20 21

(Requisition Date)

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 21 day of January, 2021, to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

BUILDING LOT

work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer)

DocuSigned by:
ALVIN RAMPERSAUD
1266A787BA2D4A4...

(Seal)

1/11/2021
(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Seller)

DocuSigned by:
Scott Luey
CORPORATION OF THE CITY OF PORT COLBORNE
E787E8EA1BC54C1...

(Seal)

1/15/2021
(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

DocuSigned by:

(Signature of Seller or Buyer)

Scott Luey
E787E8EA1BC54C1...

INFORMATION ON BROKERAGE(S)

Listing Brokerage

ROYAL LEPAGE NRC REALTY

905-834-9000

(Tel.No.)

BILL BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/15/2021

(Seller)

SCOTT LUEY
CORPORATION OF THE CITY OF PORT COLBORNE
E787E8EA1BC54C1...

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/11/2021

(Buyer)

ALVIN RAMPERSAUD
1266A787BA2D4A4...

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

BILL BECSKEREKI

(Authorized to bind the Co-operating Brokerage)

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Form 100

for use in the Province of Ontario

Schedule A Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ALVIN RAMPERSAUD, and

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 130 RODNEY Street Port Colborne

ON L3K 1A5 dated the 11 day of January, 2021

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding the subject property to secure building permits to build a small house and confirming plans through the City of Port Colborne. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 18th day of JANUARY, 2021, that this condition is fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

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130 Rodney Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$45,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

ALVIN RAMPERSAUD
(the "Purchaser")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2021, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 130 Rodney Street, being PIN _____ (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "Purchaser" means Alvin Rampersaud;
- (b) "Property" means the lands and premises described in Recital A of this Agreement;
and
- (c) "City" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$45,000 subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$45,000 in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

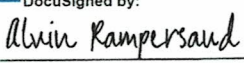
Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

DocuSigned by:

1266A787BA2D4A4...

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

Per: _____
Name: _____
Title: _____

DocuSigned by:
Alvin Rampersaud
1266A787BA2D4A4...

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name: _____
Title: _____

DocuSigned by:
Scott Luey
E787E8EA1BC54C1...

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property.
to be paid from the amount paid by the Seller to the Listing Brokerage.
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement. The consideration for which is the Co-operating Brokerage providing an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local Real Estate Council (the local board's MLS® rules and regulations) so provide. Otherwise, the provisions of the CREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held in trust for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
Name of Co-operating/Buyer Brokerage:
368 King St. PORT COLBORNE ON L3K4H4
Tel: (905) 834-9000 Fax: (905) 688-3178
Authorized to sign the Co-operating/Buyer Brokerage: Date:
BILL BECSKEREKI
(Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
Name of Listing Brokerage:
368 King St. PORT COLBORNE ON L3K 4H4
Tel: 905-834-9000 Fax: 905-688-3178
Authorized to sign the Listing Brokerage: Date:
BILL BECSKEREKI
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

DS
RR
BUYER'S INITIALS

DS
SL
SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand this above information.

DocuSigned by:
Alvin Rampersaud
1/11/2021
Signature of Buyer: Date:

DocuSigned by:
Scott Luey
1/17/2021
Signature of Seller: Date:



The Real Estate Council of Ontario (RECO) is a self-regulating body for the real estate industry in Ontario. It is responsible for setting and enforcing standards of conduct for real estate professionals in Ontario.



Ontario Real Estate Association

Agreement of Purchase and Sale

Form 100

For more information, contact the Ontario
Department of Education at 393 Queen's Park, Toronto, Ontario M7S 2B8.

This Agreement of Purchase and Sale dated this 11 day of January 2021.

ALVIN RAMPERSAUD
BUYER: _____ agrees to purchase from _____
and names of _____

SHUTEY, CORPORATION OF THE CITY OF PORT COLBORNE

REAL PROPERTY:

130	RODNEY Street	Port Colborne	ON	L3K 1A5
-----	---------------	---------------	----	---------

Fronting on the North Rodney Street

CITY OF PORT COLBORNE

66.01 33.00

and locally described as PTL 54 PL 857 VILLAGE OF PORT COLBORNE AS IN RO312505

10.1017/S0022278X17000063 Published online by Cambridge University Press

PURCHASE PRICE:	45,000.00
-----------------	-----------

Forty-Five Thousand Dollars

DEPOSIT: Buyer submits _____ upon acceptance
 (Payor's/Owner's Acceptance of offer as described in this Agreement)

Five Thousand	5,000.00
---------------	----------

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY ("Deposit Holder") to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

7. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer 5:00 on the 22 19TH January 20 21 after which time if not accepted this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 12 day of MARCH, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Alvin Rampersaud respecting 130 Rodney Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-27, Subject: Sale of 130 Rodney Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Alvin Rampersaud for the sale of 130 Rodney Street, for the purchase price of \$45,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Alvin Rampersaud for the sale of 130 Rodney Street for the purchase price of \$45,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Sale of 133 Durham Street

To: Council

From: Chief Administrative Office

Report Number: 2021-28

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with Glyn Holmes in Trust for \$65,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust for \$65,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Glyn Holmes in Trust for the City owned lot located at 133 Durham Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23rd, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage. The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

133 Durham was listed for \$64,900. At their January 11, 2021 meeting, Council considered six offers on the property as part of report 2021-18 and accepted an offer from Glyn Holmes in Trust for \$65,000. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and, if not, the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. This property is scheduled to close on February 11, 2021.

Financial Implications:

The proposed selling price of the property is \$65,000. After the 4.5% real estate commission is deducted, the City will net approximately \$62,075. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

133 Durham Street has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with Glyn Holmes in Trust and that this agreement be adopted by by-law.

Appendices:

- a. Offer to Purchase from Glyn Holmes in Trust
- b. Draft By-law for Sale of 133 Durham Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 133 DURHAM Street Port Colborne ON L3K 1E1

DEFINITIONS AND INTERPRETATIONS:

For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
 or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
RE GSH
BUYER

DS
RE
CO-OPERATING/BUYER BROKERAGE

DS
SL
SELLER

BB
LISTING BROKERAGE



Registrant's Disclosure of Interest

Acquisition of Property

Form 160

for use in the Province of Ontario

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I, Robert Kasowski, declare that I am a registered
(Name of Registrant)

Real Estate Salesperson representing RE/MAX ESCARPMENT REALY INC.
(Salesperson/Broker/Broker of Record) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option of the Property known as 133 DURHAM Street

Port Colborne ON L3K 1E1

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION:

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

None

AND

(Attach Appendix "A" if necessary)

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

Nil

(Attach Appendix "B" if necessary)

I, will, be receiving a portion of any commission payable in connection with this transaction.
(will/will not)

For the purposes of this Registrant's Statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

DocuSigned by:
Robert Kasowski
(Signature of Registrant who is making the Declaration) Jan-13-2021 | 5:59 PM EST
(Date)

DocuSigned by:
[Signature]
(Signature of Declaring Registrant's Broker of Record/Manager of Brokerage) Jan-13-2021 | 6:30 PM EST
(Date)

ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

(Witness) Scott Luey 1/15/2021
(Seller) THE CORPORATION OF THE CITY OF PORT COLBORNE (Date)

(Witness) _____ (Seller) _____ (Date)



Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of December, 2020

BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed, agrees to purchase from
(Full legal names of all Buyers)

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 133 DURHAM Street

fronting on the South side of DURHAM Street

in the City of Port Colborne

and having a frontage of 39.99 more or less by a depth of 100.00 more or less

and legally described as PT LT 8 S/S DURHAM ST PL 849 PORT COLBORNE AS IN BB78524 ; PORT COLBORNE

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 67,000.00

Sixty-Seven Thousand Dollars

DEPOSIT: Buyer submits herewith
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Twenty Thousand Dollars (CDN\$) 20,000.00

by negotiable cheque payable to... ROYAL LEPAGE NRC REALTY "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by SL Buyer until 11:59 on
(Seller/Buyer) (a.m./p.m.)
the 15 day of January, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 11 day of February, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DS
RK GSK

INITIALS OF SELLER(S):

DS
SL

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- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-688-3178
(For delivery of Documents to Seller)

FAX No.: (905) 664-2300
(For delivery of Documents to Buyer)

Email Address: billb@royallepage.ca
(For delivery of Documents to Seller)

Email Address: rob@opendoorproperty.ca
(For delivery of Documents to Buyer)

- 4. CHATTELS INCLUDED:**
None

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

- 5. FIXTURES EXCLUDED:**
None

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, If applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

DS
RL GSH

INITIALS OF SELLER(S):

DS
SL



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- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 28th day of January, 2021 (Requisition Date) to 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 (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer 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 Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

DS
RL GSH

INITIALS OF SELLERS(S):

DS
SL



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
(Witness)
DocuSigned by: Robert Kasowski
(Buyer/Authorized Signing Officer) (Seal) (Date) Jan-13-2021 | 6:20 PM EST
DocuSigned by: Glyn Stuart Holmes
(Buyer/Authorized Signing Officer) (Seal) (Date) Jan-13-2021 | 3:04 PM PST

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)
(Witness)
DocuSigned by: Scott Lemy
(Seller/Authorized Signing Officer) (Seal) (Date) 1/15/2021
(Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.)

DocuSigned by: Scott Lemy
(Signature of Seller or Buyer) F6D1711397FF4E8...

INFORMATION ON BROKERAGE(S)		
Listing Brokerage	ROYAL LEPAGE NRC REALTY	905-834-9000
	BILL BECSKEREKI	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	RE/MAX Escarpment Realty Inc.	(905) 545-1188
	Robert Kasowski	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.
DocuSigned by: Scott Lemy
1/15/2021

(Seller) THE CORPORATION OF THE CITY OF PORT COLBORNE (Date)
(Seller) (Date)
Address for Service
(Tel. No.)
Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Glyn holmes in Trust (Date)
(Buyer) in trust for a company/corporation to be formed (Date)
Address for Service
(Tel. No.)
Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

DocuSigned by: Bill Beckkerki
(Authorized to bind the Listing Brokerage)

DocuSigned by: Robert Kasowski
(Authorized to bind the Co-operating Brokerage)



Schedule A

Form 500

for use in the Province of Ontario

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed and

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 133 DURHAM Street Port Colborne

ON L3K 1E1 dated the 30 day of December 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer(s) and the Seller(s) understand and acknowledge that the Buyer(s) intends to build residential rental units on 133 Durham Street, Port Colborne, following the city and regional guidelines, as soon as possible to help alleviate the need for housing in the area.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

DS
RK GSH

INITIALS OF SELLER(S):

DS
SL



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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.



In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

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133 Durham Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B". as stated herein  
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$67,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

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Rk GSH

The Vendor shall grant any postponement in favour of the Purchaser's mortgage lender or other security interest holder, as reasonably requested by the Purchaser.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.

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SL
Rk GSH

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Rk GSH

which is evidenced by
the release and closure of the
building permit related to such
building

- (d) In the event the Purchaser has substantially completed a building, ^{as agreed upon and stated in Schedule "B"} the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.

DS
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Rk GSH

- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, ^{subject to any requested postponements as aforesaid} or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.

- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.

- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 13 day of January, ²⁰²¹~~2020~~. DS
Rt DS
GSH

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") *ROBERT KASOWSKI AND
GLYN STUART ADAMS*

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 133 Durham Street, Port Colborne, [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "Purchaser" means Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed
- (b) "Property" means the lands and premises described in Recital A of this Agreement;
and
- (c) "City" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

Multi-residential dwelling

DS

SL

DS

Re

DS

GSH

- I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: Details of what is to be constructed] within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

DS

SL

OR

Multi-residential dwelling

DS

Re

DS

GSH

- II. construct and occupy the [NTD: Details of what is to be constructed] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$67,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$67,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

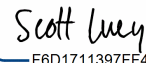
Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Attention:  DocuSigned by:

Facsimile: 
Telephone: F6D1711397FF4E8...

(b) **Purchaser:**

Glyn Holmes & Robert Kasowski

in trust for a company/corporation to be formed

Attention:

Facsimile:

Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

13

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 14 day of
January, 2020, 2021

DS
SL

Per: Robert Kasowski
Name: 8C2FC418718C401
Title:

Per: Glyn Stuart Holmes
Name: DFA81D734D004DD
Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 13 day of
January, ~~2020~~, 2021

THE CORPORATION OF THE CITY OF
PORT COLBORNE

Per: Scott Luey
Name: F6D1711397FF4E8...
Title:

Per: _____
Name: _____
Title:

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust respecting 133 Durham Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-28, Subject: Sale of 133 Durham Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust for the sale of 133 Durham Street, for the purchase price of \$65,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Glyn Holmes in Trust for the sale of 133 Durham Street for the purchase price of \$65,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Sale of 142 Fraser Street

To: Council

From: Chief Administrative Office

Report Number: 2021-31

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with Davert Tools Inc. for \$50,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with Davert Tools Inc. for \$50,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Davert Tools Inc. for the City owned lot located at 142 Fraser Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

142 Fraser Street was listed for \$59,900. At their January 11, 2021 meeting, Council considered two offers on the property as part of report 2021-18 and accepted an offer from Davert Tools Inc. for \$50,000. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and, if not, the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. This property is scheduled to close February 19, 2021.

Financial Implications:

The proposed selling price of the property is \$50,000. After the 4.5% real estate commission is deducted, the City will net approximately \$47,750. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

142 Fraser Street has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with Davert Tools Inc. and that this agreement be adopted by by-law.

Appendices:

- a. Offer to Purchase from Davert Tools Inc.
- b. Draft By-law for Sale of 142 Fraser Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: **DAVERT TOOLS INC**SELLER: **CITY OF PORT COLBORNE**For the transaction on the property known as: **142 FRASER Street** **Port Colborne** **ON L3K 1E5**

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
EM
BUYER

CO-OPERATING/BUYER BROKERAGE

SL
SELLER

BB
LISTING BROKERAGE



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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
4.5% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
 (Name of Co-operating/Buyer Brokerage)
368 King St. Port Colborne ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)
 (Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
 (Name of Listing Brokerage)
368 King St. Port Colborne ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
Bill Becskereki Jan 14/2021
 (Authorized to bind the Listing Brokerage) (Date)
BILL - BECSKEREKI
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BS
EM
 BUYER'S INITIALS

DS
SL
 SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

DocuSigned by:
ELISSA MAMPOU 1/16/2021
 (Signature of Buyer) (Date)

DocuSigned by:
Scott Wynn 1/17/2021
 CITY OF PORT COLBORNE
 E787E8EA1BC54C1... (Date)

(Signature of Buyer) (Date)

(Signature of Seller) (Date)

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Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 14 day of January, 2021

BUYER: DAVERT TOOLS INC, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 142 FRASER Street Port Colborne ON L3K 1E5

fronting on the North side of FRASER Street

in the

and having a frontage of 37.99 more or less by a depth of 90.00 more or less

and legally described as PT LT 17 N/S FRAZER ST PL 849 PORT COLBORNE AS IN R0658896 ; PORT COLBORNE

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 50,000.00

Fifty Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 on the 21
(Seller/Buyer) (a.m./p.m.)
day of January, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 a.m. on the 19 day of February, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DS
EM

INITIALS OF SELLER(S):

as
SL

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance hereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:
-NA

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:
NONE

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
none

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 16 day of February, 2021, (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (residential building lot) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the Municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

DS
EM

INITIALS OF SELLER(S):

DS
SL

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (a) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

DocuSigned by:

1/16/2021

(Witness)

(Buyer)

JERRY ROY

(Seal)

(Date)

774C1D0F2EFA410

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

DocuSigned by:

1/17/2021

(Witness)

(Seller)

CITY OF PORT COLBORNE

(Seal)

(Date)

E787E8EA1BC54C1

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 12:00 PM this 17 day of JANUARY 2021.

(a.m./p.m.)

DocuSigned by:

CITY OF PORT COLBORNE

INFORMATION ON BROKERAGE(S)

Listing Brokerage

ROYAL LEPAGE NRC REALTY

(905) 834-9000

(Tel. No.)

BILL - BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel. No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/17/2021

(Seller)

CITY OF PORT COLBORNE

(Date)

E787E8EA1BC54C1

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/16/2021

(Buyer)

JERRY ROY

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale

Acknowledged by:

[Authorized to bind the Listing Brokerage]

[Authorized to bind the Co-operating Brokerage]

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: DAVERT TOOLS INC, and

SELLER: CITY OF PORT COLBORNE

for the purchase and sale of 142 FRASER Street Port Colborne

ON L3K 1E5 dated the 14 day of January, 2021

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Conditions

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding obtaining of building permits, etc the subject property. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 23RD day of FEBRUARY, 2021 that this/these condition is/are fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This/these condition is/are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to cooperate in providing access to the property for the purpose of any inspections. The Seller also consents to details of any work orders against the property being made available to the Buyer or the Buyer's agent. The Buyer or the Buyer's Agent shall not be liable for any work orders created as a result of any inspections carried out on the subject property.

Electronic Signatures

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect to the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

Notices (Multiple Representation)

If the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The Sellers agree to provide any existing surveys, environmental paperwork to the Buyer on acceptance of this offer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

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142 Fraser Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$50,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (c) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") **DAVERT TOOLS INC**

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 142 Fraser Street [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Upstate Realty Corp;
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement; and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$60,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$60,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

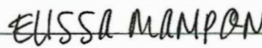
Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

DocuSigned by:

774C1D0F2EFA410...

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

/Signature page follows./

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

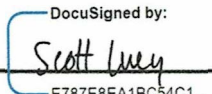
Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with
Davert Tools Inc. respecting 142 Fraser Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-31, Subject: Sale of 142 Fraser Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Davert Tools Inc. for the sale of 142 Fraser Street, for the purchase price of \$50,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Davert Tools Inc. for the sale of 142 Fraser Street for the purchase price of \$50,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Sale of 80 Nickel Street
To: Council
From: Chief Administrative Office

Report Number: 2021-29

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with Ryan Thompson in Trust for \$150,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust for \$150,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Ryan Thompson in Trust for the City owned lot located at 80 Nickel Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

80 Nickel Street was listed for \$95,000. At their December 14, 2020 meeting, Council considered six offers on the property as part of report 2020-190 and accepted an offer from Ryan Thompson in Trust for \$150,000. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and if not the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. The closing date is scheduled for March 16, 2021.

Financial Implications:

The proposed selling price of the property is \$150,000. After the 4.5% real estate commission is deducted, the City will net approximately \$143,250. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

80 Nickel Street has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with Ryan Thompson in Trust and that this agreement be adopted by by-law.

Appendices:

- a. Offer to Purchase from Ryan Thompson in Trust
- b. Draft By-law for Sale of 80 Nickel Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 14 day of December, 2020
BUYER: Ryan Thompson in Trust, agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of The City of Port Colborne, the following
(Full legal names of all Sellers)

REAL PROPERTY:
Address 80 NICKEL Street Port Colborne ON L3K 1B4fronting on the South side of NICKEL Streetin the City of Port Colborneand having a frontage of 112.50 more or less by a depth of 102.00 more or lessand legally described as Legal Description in Schedule A

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 150,000.00
One Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Fifteen Thousand Dollars (CDN\$) 15,000.00

 by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.
SCHEDULE(S) A attached hereto form(s) part of this Agreement.
1. IRREVOCABILITY: This offer shall be irrevocable by SELLER until 7:00 on the 15
(Seller/Buyer) (a.m./p.m.) 28th
 day of December, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 16 day of March, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counteroffer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: billb@royallepage.ca (For delivery of Documents to Seller) Email Address: Kevin@rightchoice.ca (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): RT

INITIALS OF SELLER(S):

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7days day of Prior to close, 20....., (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

(RT)

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer) **Ryan Thompson in Trust**

(Seal)

12/14/2020

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Seller) **The Corporation of The City of Port Colborne**

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

ROYAL LEPAGE NRC REALTY

905-834-9000

(Tel. No.)

BILL BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

Right Choice Happenings Realty

289 276 1716

(Tel. No.)

Kevin Murphy

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

The Corporation of The City of Port Colborne

(Date)

(Buyer)

Ryan Thompson in Trust

(Date)

(Seller)

(Date)

(Buyer)

(Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Bill Becskereki

Authorized

Kevin Murphy

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ryan Thompson in Trust, and

SELLER: The Corporation of The City of Port Colborne

for the purchase and sale of 80 NICKEL Street Port Colborne

ON L3K 1B4 dated the 14 day of December, 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records and reports relating environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of the Environment, to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

Purchaser undertakes to apply for a building permit for a residential dwelling within 18 months of close of this transaction and to make best commercial efforts to commence construction of a residential dwelling, within 36 months of close of this transaction. This undertaking shall survive completion of this transaction.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Legal Description

LT 20 PL 857 VILLAGE OF PORT COLBORNE; LT 21 PL 857 VILLAGE OF PORT COLBORNE; LT 22 PL 857 VILLAGE OF PORT COLBORNE; LT 23 PL 857 VILLAGE OF PORT COLBORNE; PT LT 24 PL 857 VILLAGE OF PORT COLBORNE AS IN R0757704 ; PORT COLBORNE

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Ryan Thompson in Trust

AND

SELLER: The Corporation of The City of Port Colborne

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 14 day of December, 2020

concerning the property known as 80 NICKEL Street

Port Colborne

ON

L3K 1B4

as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

Insert:

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 7:00PM DECEMBER 31ST 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

31 ST

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by SELLER until 5:00 (a.m./p.m.)

on the 28th day of December, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Ryan Thompson
12/18/2020 2:48:42 PM EST

12/18/2020

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at _____ this _____ day of _____, 20_____
(a.m./p.m.)

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) The Corporation of The City of Port Colborne (Date)

Ryan Thompson 12/18/2020

(Seller) (Date)

Ryan Thompson in Trust (Date)

Address for Service (Tel. No.)

(Buyer) (Date)

Seller's Lawyer (Tel. No.)

Address for Service 160 Adelaide Ave E

Address (Tel. No.)

Oshawa (Tel. No.)

Email (Tel. No.)

Buyer's Lawyer (Tel. No.)

(Fax. No.)

Address (Tel. No.)

Email (Tel. No.)

(Fax. No.)



in use in the 1970s and 80s. Order 2

Page 108 of 319

Form 100 Revised 2020 Page 2 of 6

Page 110 of 319

- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

RT

DS
SL

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Ryan Thompson in Trust 12/14/2020
 Witness: Buyer 12/27/2020

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale or to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Scott Luy 12/27/2020
 Witness: Seller: The Corporation of the City of Port Colborne 12/27/2020

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness: Spouse: 12/28/2020

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes above typed and written was finally accepted by all parties at 5:30pm on 12/28/2020.

Authentisign
 Ryan Thompson
 12/28/2020 5:26:24 PM EST

INFORMATION ON BROKERAGE(S)		
Selling Brokerage	ROYAL LEPAGE NRC REALTY	905-834-9000
BILL BECSKEREKI (Salesperson/Broker/Broker of Record Name)		
Co-op/Buyer Brokerage	Right Choice Happenings Realty	289 276 1716
Kevin Murphy (Salesperson/Broker/Broker of Record Name)		

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Seller: The Corporation of the City of Port Colborne
 Address for Service
 Seller's Lawyer
 Address
 Email
 Tel No
 Fax No

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Authentisign
 Ryan Thompson
 Buyer: Ryan Thompson in Trust
 12/28/2020 5:26:26 PM EST
 Address for Service
 Buyer's Lawyer
 Address
 Email
 Tel No
 Fax No

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale in consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, hereby declared that all moneys received or receivable by me in connection with the Transaction as contemplated in the M.S. Rules and Regulations of my Real Estate Board shall be received and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the M.S. Rules and shall be subject to and governed by the M.S. Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: Kevin Murphy
 Authorized and named Selling Brokerage

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ryan Thompson in Trust and

SELLER: The Corporation of The City of Port Colborne

for the purchase and sale of 80 NICKEL Street Port Colborne

ON L3K 1B4 dated the 14 day of December 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records and reports relating environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of the Environment, to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

Purchaser undertakes to apply for a building permit for a residential dwelling within 18 months of close of this transaction and to make best commercial efforts to commence construction of a residential dwelling, within 36 months of close of this transaction. This undertaking shall survive completion of this transaction.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Legal Description
LT 20 PL 857 VILLAGE OF PORT COLBORNE; LT 21 PL 857 VILLAGE OF PORT COLBORNE; LT 22 PL 857 VILLAGE OF PORT COLBORNE; LT 23 PL 857 VILLAGE OF PORT COLBORNE; PT LT 24 PL 857 VILLAGE OF PORT COLBORNE AS IN R0757704 ; PORT COLBORNE

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S): RT

INITIALS OF SELLER(S): SL

RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

DS
SL

Km

80 Nickel Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$150,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of twenty years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the “**Unbuilt Lands**”) referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of December, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") RYAN THOMPSON

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on DECEMBER 14, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 80 Nickel Street in Port Colborne [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) **"Purchaser"** means Ryan Thompson in Trust;
- (b) **"Property"** means the lands and premises described in Recital A of this Agreement;
and
- (c) **"City"** means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: **Details of what is to be constructed**] within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the [NTD: **Details of what is to be constructed**] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$150,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$150,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

Ryan Thompson

Attention: kevin@rightchoice.ca
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of
12/17/2020, 2020.

Per:

Ryan Thompson

12/17/2020 1:30:05 PM EST

Name:

Ryan Thompson

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 27 day of
DECEMBER, 2020.

THE CORPORATION OF THE CITY OF
PORT COLBORNE

DocuSigned by:

Per:

Scott Luey

Name:

E787E8EA1BC34C1

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:
BUYER: Ryan Thompson in Trust

AND
SELLER: The Corporation of The City of Port Colborne

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 14 day of December, 2020,

concerning the property known as 80 NICKEL Street

Port Colborne ON L3K 1B4 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:
Delete:

(a) The purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire property in the event the Purchaser fails to:

(1) enter into a Site Plan Agreement with the City for the development of the Property (NTD: Details of what is to be constructed) within 1 year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense.

Insert:

(a) The purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire property in the event the Purchaser fails to:

(1) enter into a Site Plan Agreement with the City for the development of the Property (NTD: Details of what is to be constructed) within 18 Months of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 9:00pm
(Seller/Buyer) (a.m./p.m.)

on the 15th day of January, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Ryan Thompson
Buyer/Seller
12/30/2020 1:04:16 PM EST

12/30/2020

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Scott Luey
Buyer/Seller
1/5/2021 1:04:16 PM EST

1/5/2021

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 1/6/2021

and written was finally accepted by all parties at _____ this _____ day of _____, 20____
(a.m./p.m.)

DocuSigned by:

Scott Luey
(Signature of Seller or Buyer) E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Scott Luey 1/5/2021

(Seller) Professional of The City of Port Colborne (Date)

(Seller) (Date)

Address for Service _____

(Tel. No.) _____

Seller's Lawyer _____

Address _____

Email _____

(Tel. No.) _____ (Fax. No.) _____

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Ryan Thompson 12/30/2020

(Buyer) Ryan Thompson in Trust (Date)

(Buyer) (Date)

Address for Service 160 Adelaide Ave E

Oshawa


(Tel. No.) _____

Buyer's Lawyer _____

Address _____

Email _____

(Tel. No.) _____ (Fax. No.) _____

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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with
Ryan Thompson in Trust respecting 80 Nickel Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-29 Subject: Sale of 80 Nickel Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust for the sale of 80 Nickel Street, for the purchase price of \$150,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Ryan Thompson in Trust for the sale of 80 Nickel Street for the purchase price of \$150,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Sale of 90 Fraser Street
To: Council
From: Chief Administrative Office

Report Number: 2021-32

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for \$90,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for \$90,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for the City owned lot located at 90 Fraser Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

90 Fraser Street was listed for \$104,900. At their January 11, 2021 meeting, Council considered two offers on the property as part of report 2021-18 and accepted an offer from Adejoke and Femi Abdul for \$90,000. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and, if not, the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. This property is scheduled to close on April 30, 2021.

Financial Implications:

The proposed selling price of the property is \$90,000. After the 4.5% real estate commission is deducted, the City will net approximately \$85,950. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

90 Fraser Street has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with Adejoke and Femi Abdul and that this agreement be adopted by by-law.

Appendices:

- a. Offer to Purchase from Adejoke and Femi Abdul
- b. Draft By-law for Sale of 90 Fraser Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: ADEJOKE ABDUL AND FEMI ABDUL

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 90 Fraser St Port Colborne ON L3K 1E4

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

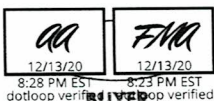
2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

- or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


12/13/20 12/13/20
8:28 PM EST 8:23 PM EST
dotloop verified dotloop verified

CO-OPERATING/BUYER BROKERAGE


DS
SL
SELLER


LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
 (Name of Co-operating/Buyer Brokerage)
 368 King St. Port Colborne ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date) Dec 12/2020
BILL BECSKEREKI
 (Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
 (Name of Listing Brokerage)
 Tel: Fax:
 (Authorized to bind the Listing Brokerage) (Date)
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS
 12/13/20 8:28 PM EST
 12/13/20 8:23 PM EST

SELLER'S INITIALS
 DS
 SL

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Adejoke Abdul
 (Signature of Buyer) ADEJOKE ABDUL AND FEMI ABDUL (Date) dotloop verified 12/13/20 8:28 PM EST 7TF0-4ZWM-LELN-DV35
FEMI ABDUL
 (Signature of Buyer) (Date) dotloop verified 12/13/20 8:23 PM EST

DocuSigned by: **Scott Luey** 1/15/2021
 (Signature of Seller) (Date)
 (Signature of Seller) (Date)



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of December 2020

BUYER: ADEJOKE ABDUL AND FEMI ABDUL, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 90 Fraser St Port Colborne ON L3K 1E4

fronting on the NORTH side of Fraser St

in the _____

and having a frontage of 72.01 more or less by a depth of 132 more or less

and legally described as PTLT 10 N/S FRAZER ST PL 843 PORT COLBORNE ; PTLT 11 N/S FRAZER ST PL 843 PORT COLBORNE AS IN R073168

(Legal description of land including easements not described elsewhere)
PURCHASE PRICE: SL 90,000.00 (the "property")
DS 90,000.00
SL 85,000.00
NINETY
Eighty-Five Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. IRREVOCABILITY: This offer shall be irrevocable by SL Buyer until 6:00 on the 15th day of JANUARY December 2020, after which time, if not DS accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 30th day of APRIL 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

AA FMA
12/13/20 12/13/20
8:28 PM EST 8:23 PM EST

INITIALS OF SELLER(S):

SL

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)

Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. CHATELS INCLUDED:
NA

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

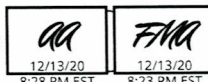
5. FIXTURES EXCLUDED:
NA

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NA

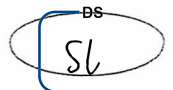
The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be **in addition to** the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of March, 2021, (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (DOWNTOWN COMMERCIAL) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

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INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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


 dotloop verified
12/13/20 8:28 PM EST
(Buyer) **ADEJOKE ABDUL AND FEMI ABDUL**

 dotloop verified
12/13/20 8:23 PM EST

(Buyer)


(Witness)

(Witness)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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


 1/15/2021

(Seller) CORPORATION OF THE CITY OF PORT COLBORNE

(Seller)

(Witness)

(Witness)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....

(a.m./p.m.)

DocuSigned by:

(Signature of Seller or Buyer)

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INFORMATION ON BROKERAGE(S)Listing Brokerage **ROYAL LEPAGE NRC REALTY** (Tel.No.)


(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.


 1/15/2021
(Seller) CORPORATION OF THE CITY OF PORT COLBORNE (Date)

(Seller) (Date)

Address for Service (Tel. No.)

Seller's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) **ADEJOKE ABDUL AND FEMI ABDUL** (Date)

(Buyer) (Date)

Address for Service (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

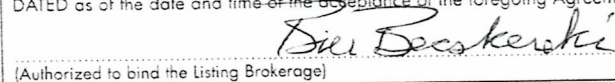
(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY**COMMISSION TRUST AGREEMENT**


To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:
In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:


(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ADEJOKE ABDUL AND FEMI ABDUL, and

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 90 Fraser St Port Colborne

ON L3K 1E4 dated the 12 day of December, 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding the rezoning of the property from DC to R4 and approval of a residential dwelling approved for the property. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 15th day of JANUARY, 2021, that this condition is fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to cooperate in providing access to the property for the purpose of any inspections. The Seller also consents to details of any work orders against the property being made available to the Buyer or the Buyer's agent. The Buyer or the Buyer's Agent shall not be liable for any work orders created as a result of any inspections carried out on the subject property.

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

90 Fraser Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$90,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: **Details of what is to be constructed**] within 1 year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the [NTD: **Details of what is to be constructed**] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$90,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$90,000 in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

ADEJOKE ABDUL
FEMI ABDUL

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

ADEJOTE AND FEMI ABDUL
(the "Purchaser")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2021, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 90 Fraser Street in Port Colborne, being PIN _____ (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Adejote and Femi Abdul;
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement;
and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

Per: _____

Name: _____

Title: _____

Adejoke Abdul
dotloop verified
12/13/20 8:28 PM EST

Per: _____

Name: _____

Title: _____

(Buyer) ADEJOKE ABDUL AND FEMI ABDUL
dotloop verified
12/13/20 8:23 PM EST

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____

Name: _____

Title: _____

DocuSigned by:

Scott Luey
F6D1711397FF4E8...

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul respecting 90 Fraser Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-32, Subject: Sale of 90 Fraser Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for the sale of 90 Fraser Street, for the purchase price of \$90,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for the sale of 90 Fraser Street for the purchase price of \$90,000, with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Subject: Sale of Vacant Lot on Catherine Street

To: Council

From: Chief Administrative Office

Report Number: 2021-30

Meeting Date: January 25, 2021

Recommendation:

That the City enters into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for \$230,000;

That the Mayor and Clerk be authorized to sign and execute any and all documents respecting the sale of these lands; and

That a by-law to authorize entering into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for \$230,000, be brought forward.

Purpose:

The purpose of the report is to obtain Council's approval to enter into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for the vacant City owned lot on the west side of Catherine Street, near Princess Street.

Background:

Staff initiated a City Real Estate project in the fall of 2020 focused on identifying municipally owned property that could be declared surplus and marketed for residential, commercial, or industrial development.

The goal of the project is to attract investment and new residents to Port Colborne; have vacant properties redeveloped and revitalized; facilitate public-private partnerships to create more affordable housing units; expand the municipal tax base to maintain core programs and services; and maximize the value of City properties while achieving social, economic, and environmental benefits.

Phase 1 of this project, which included one commercial lot and five residential lots, was rolled out on Monday November 23, 2020 with a news release, property information added to our website, and listing information posted to the Multiple Listing Service (MLS) by the City's real estate agent from Royal LePage.

The six surplus properties were reviewed by City departments and the sale process complies with Council's Sale and Disposition of Land By-law. Council declared these properties surplus at their October 26 closed session meeting.

Discussion:

This lot was listed for \$229,900. At their December 14, 2020 meeting, Council considered five offers on the property as part of report 2020-190 and accepted an offer from Growth Social House Inc. for \$230,000. The purchaser's name was changed to The Landscape Depot (Niagara Falls) Ltd. The Schedule that forms part of the final Agreement of Purchase and Sale includes conditions that construction must begin within two years and, if not, the City has the ability to re-acquire the property through a Right to Reconveyance Agreement that is registered on title. The closing date is scheduled for January 25, 2021.

Financial Implications:

The proposed selling price of the property is \$230,000. After the 4.5% real estate commission is deducted, the City will net approximately \$219,650. As per the Council approved Capital Asset Policy, these proceeds will go to the general Capital Asset Reserve.

Conclusion:

A vacant City owned lot on Catherine Street, near Princess Street, has been listed for sale as part of Phase 1 of the City Real Estate project. Staff are recommending that the City enter into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. and that this agreement be adopted by by-law.

Appendices:

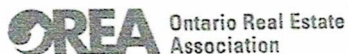
- a. Offer from The Landscape Depot (Niagara Falls) Ltd.
- b. Draft By-law for Sale of Vacant Lot on Catherine Street

Respectfully submitted,

Gary Long
Manager of Strategic Initiatives
905-835-2901 x.502
Gary.Long@portcolborne.ca

Report Approval:

All reports reviewed and approved by the Department Director and also the City Treasurer when relevant. Final approval is by the Chief Administrative Officer.



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: GROWTH SOCIAL HOUSE INC

AND

SELLER: CITY OF PORT COLBORNE

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 11 day of December, 2020

concerning the property known as W/S Catharine St

Port Colborne ON L3K 4L2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: CITY OF PORT COLBORNE

INSERT:

BUYER: THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 7:00 (a.m./p.m.) on the 22 day of December, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

[Signature]

12/19/2020

(Seal)

(Date)

(Witness)

(Buyer/Seller)

[Signature: STEPHEN DESANTIS]

12/21/2020

(Seal)

(Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

[Signature: Scott Luy]

12/27/2020

(Seal)

(Date)

(Witness)

(Buyer/Seller)

(Seal)

(Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 6:00 PM this 27 day of DECEMBER, 2020 (a.m./p.m.)

DocuSigned by:

[Signature: Scott Luy]

[Signature: Scott Luy]

(Signature of Seller or Buyer)

E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Broker to forward a copy to my lawyer.

[Signature: Scott Luy]

12/27/2020

(Seller) **CITY OF PORT COLBORNE**

(Date)

(Seller) **E787E8EA1BC54C1...**

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Broker to forward a copy to my lawyer.

[Signature]

12/28/2020

(Buyer) **GROWTH SOCIAL HOUSE INC.**

(Date)

(Buyer) **LANDSCAPE DEPOT**

(Date)

Address for Service

(Tel. No.)

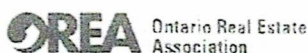
Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)



Form 320

for use in the Province of Ontario

Confirmation of Co-operation and Representation

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE

For the transaction on the property known as W/S Catharine St Port Colborne ON L3K 4L2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller.
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer.
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice.
 - The price the Buyer should offer, or the price the Seller should accept.
 - And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or ☐ by the Buyer directly.

Additional comments and/or disclosures by Buyer Brokerage (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

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Form 320 Revised 2019 Page 1 of 2



Agreement of Purchase and Sale

Form 100

$$\frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4} \quad \text{and} \quad \frac{1}{2} \left(\frac{1}{2} \right) = \frac{1}{4}$$

This Agreement of Purchase and Sale dated this 11 day of December, 2020

BUYER: GROWTH SOCIAL HOUSE INC (Full legal names of all buyers) agrees to purchase from

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE
Full legal name of Seller: the following

REAL PROPERTY:

Address	W/S	Catharine St	Port Colborne	ON
---------	-----	--------------	---------------	----

East of the West Catharine St

In the _____ CITY OF PORT COLBORNE

and having a frontage of 66.01 feet, more or less by a depth of 165 feet, more or less.

and legally described as PT PK LT 6 W/S CATHERINE ST PL 987-989 PORT COLBORNE AS IN PC15333.

DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN PC15333 : S/T RO129549 PORT COLBORNE (the "property")

PURCHASE PRICE:	Dollars (CDN\$)	230,000
		two hundred and thirty thousasnd

DEPOSIT: Buyer submits as otherwise described in this Agreement
(Here-with, Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

By negotiable check payable to **ROYAL LEPAGE NRC REALTY** (Deposit Holder) to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest will be accrued, retained or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.


SCHEDULE(S) A 1 10 attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by (S)eller (Seller/Buyer) until 8:00 (a.m./p.m.) on the 12 day of December 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 18 day of January

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. _____
(For delivery of Documents to Seller)

FAX No. _____
(For delivery of Documents to Buyer)

Email Address: _____
(For delivery of Documents to Seller)

Email Address: billb@royallepge.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
n/a

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable.
n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 11 day of January, 2021 (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of (a) 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 (b) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property and that its present use R4 RESIDENTIAL may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no reservation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller, and which Buyer 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 Seller, listing Brokerage and Cooperating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1997, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-abstractable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on file within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else make the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

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

(Seal)

GROWTH SOCIAL HOUSE INC

(Buyer)

(Seal)

(Seal)

dec 13/2020

(Date)

(Seal)

(Seal)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the broker(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned or completion, as advised by the broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

(Witness)

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

DocuSigned by:

(Seller)

(Seller)

Scott Lemy

E787E8EA1BC54C1...

(Seal)

(Seal)

12/27/2020

(Date)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Seal)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was freely accepted by all parties at 7:30 PM this 28 day of DECEMBER 2020.

(Signature of Seller or Buyer)

A86C594E450D4ED...

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	ROYAL LEPAGE NRC REALTY
	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	
	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

12/27/2020

(Seller)

(Seller)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

12/28/2020

(Buyer)

(Buyer)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Cooperating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Cooperating Brokerage producing the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

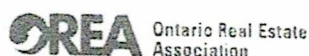
Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Cooperating Brokerage)



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Schedule A

Form 100

for use in the Province of Ontario

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE

for the purchase and sale of W/S Catharine St Port Colborne

ON

11

December

20

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

If the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The Buyer shall deliver the deposit within 2 banking days of acceptance of this offer. Banking days do not include Saturday, Sunday or Statutory holidays. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S)

INITIALS OF SELLER(S):



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Form 100 Revised 2020 Page 6 of 6

Catherine Street – vacant lot

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$230,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of twenty years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") *THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD*

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on DECEMBER 14, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as the vacant lot on Catherine Street [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Growth Social House Inc.
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement; and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$230,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$230,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) City:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) Purchaser:

THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD.
4332 MONTELEONE ROAD
NIAGARA FALLS, ON
Attention: STEPHEN DEJANTIS
Facsimile: 905-356-5800, STEPHENJ@PROFCONSTRUCTION.CA
Telephone: 905-356-3269

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. HEADINGS

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. COUNTERPARTS AND ELECTRONIC DELIVERY

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 22 day of
DECEMBER, 2020.

[Signature] (KIMBERLY FAUS)
Per: THE LANDSCAPE DEPOT L70
Name: STEPHEN DE SANTIS
Title: PRESIDENT

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation. ✓

IN WITNESS WHEREOF the City has executed this Agreement the 27 day of
DECEMBER, 2020

THE CORPORATION OF THE CITY OF
PORT COLBORNE

DocuSigned by:
Per: Scott Luey
Name: E787E8EA1BC54C1...
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: **THE LANDSCAPE DEPOT** **(NIAGARA FALLS) LTD**

AND

SELLER: **THE CORPORATION OF** **THE CITY OF PORT COLBORNE**

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 11 day of December, 2020,

concerning the property known as W/S (292) Catharine St Port Colborne

Ontario L3K 4L2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

LAWYERS REQUISITION DATE: JANUARY 11, 2021

CLOSING DATE: JANUARY 18, 2021

INSERT:

LAWYERS REQUISITION DATE: JANUARY 18, 2021

CLOSING DATE: JANUARY 25, 2021

INITIALS OF BUYER(S):

DS
[Signature]

INITIALS OF SELLER(S):

DS
[Signature]



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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:00 (a.m./p.m.)

on the 8th day of January, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 1/6/2021

(Witness) (Buyer/Seller) A86C594E450D4ED... (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 1/8/2021

(Witness) (Buyer/Seller) Scott Luey (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed 1/8/2021

and written was finally accepted by all parties at this day of, 20..... (a.m./p.m.)

DocuSigned by: Scott Luey
(Signature of Seller or Buyer) E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Scott Luey 1/8/2021
(Seller) THE CORPORATION OF THE CITY OF PORT COLBORNE (Date)

(Seller) THE CITY OF PORT COLBORNE (Date)

Address for Service (Tel. No.)

Seller's Lawyer
Address
Email
(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

Scott Luey 1/6/2021
(Buyer) THE LANDSCAPE DEPOT (A DIVISION OF NIAGARA FALLS) LTD (Date)

(Buyer) LANDSCAPE DEPOT (Date)

Address for Service 4382 MONTROSE RD
NIAGARA FALLS (Tel. No.)

Buyer's Lawyer
Address
Email
(Tel. No.) (Fax. No.)



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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. respecting a vacant lot on the west side on Catherine Street near Princess Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-30, Subject: Sale of Vacant Lot on Catherine Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for the sale of a vacant City owned lot on the west side of Catherine Street, for the purchase price of \$230,000;

Now therefore the Council of the Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for the sale of a vacant lot on the west side of Catherine Street for the purchase price of \$230,000 with the Agreement attached hereto as Schedule “A”.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed the 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Memorandum

Date: January 15, 2021

To: Amber LaPointe, City Clerk

From: Janice Peyton, Executive Assistant, DEO

Re: Environmental Advisory Committee
Additional Vale CBRA Recommendations

At the Environmental Advisory Committee meeting of December 9, 2020, the committee discussed the following Vale CBRA recommendations:

1. That the City of Port Colborne add a map schedule or appendix to the City of Port Colborne Official Plan setting out the Nickel Concentrations throughout Port Colborne (Map #4 of the City Community Based Risk Assessment) and together with a statement setting out the requirements to undertake remediation and/or risk assessment where a land use change to a more sensitive use is proposed and nickel concentrations exceed Ontario Regulation 153/04 standards:
2. That the City of Port Colborne request from MECP a statement as to which aspects of a the CBRA risk assessment are agreed to by MECP and can be used in the preparation of a risk assessment when a land use change is proposed to a more sensitive use; and
3. That the City of Port Colborne set aside some of the community monies Vale proposes for the purpose of funding remediation/risk assessment within areas planned for urban growth which overlap the areas affected by Nickel Contamination (Map 4 above).

The committee resolved as follows:

Moved by Norbert Gieger
Seconded by Jack Hellinga

That the Environmental Advisory Committee additional Vale CBRA recommendations be provided to Council.
CARRIED.

Please place this item on the next Council agenda for consideration.



Signed:

Janice Peyton
Executive Assistant, DEO
Recording Secretary, Environmental Advisory Committee

ABOUT MPAC

Valuing Ontario Together



MUNICIPAL
PROPERTY
ASSESSMENT
CORPORATION



Our Ontario property
database is one of the
most complex in the world
and has data on over

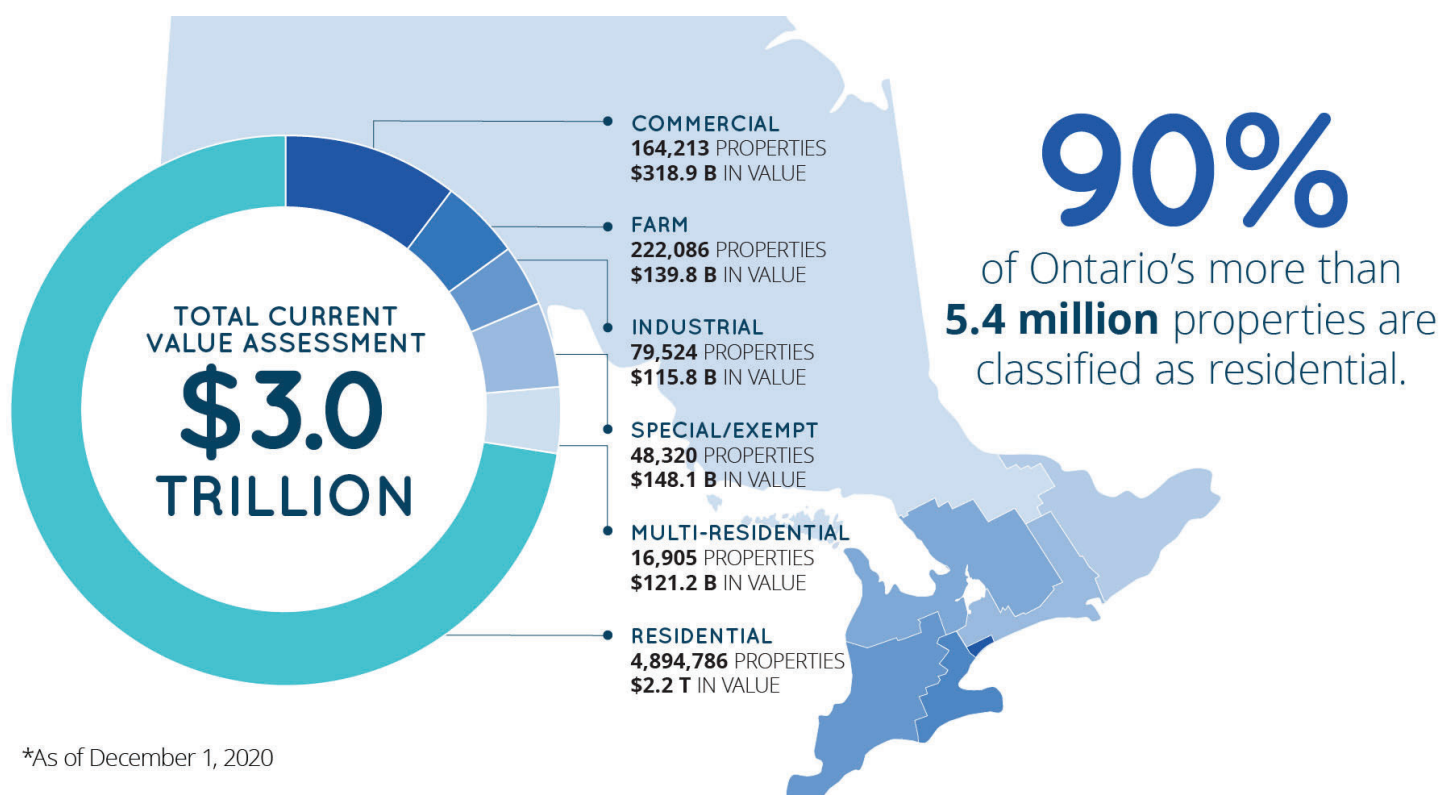
5 MILLION
PROPERTIES



The property assessments we provide are the foundation of Ontario's property tax system, which generates nearly

\$30 BILLION ANNUALLY

©MPAC



©MPAC

5

ONTARIO'S PROPERTY ASSESSMENT AND TAXATION SYSTEM



MPAC

Determines property classifications and assessments for all properties in Ontario in accordance with legislation set by the Ontario government



Municipalities


Determine revenue requirements, set municipal tax rates and collect property taxes to pay for municipal services.*



Property owners

Pay property taxes that fund community services and education taxes that fund public schools.

*Provincial Land Tax and levies by local boards are collected in unincorporated areas and contribute toward important services.



We work closely with municipalities and property owners to capture changes by reviewing building permits and plans, conducting property inspections and responding to inquiries from property owners.



We are constantly monitoring real estate market activity, analyzing sales, financial statements and other market data to ensure our records are up to date.

©MPAC

8



PROPERTY ASSESSMENT UPDATE

Property values continue to be based on the market at:

JANUARY 1, 2016

which is our current **valuation date.**

©MPAC

9

HOW WE ASSESS PROPERTY

Direct Comparison Approach



Residential Properties



Condos



Vacant Land

We analyze **recent sales** of **comparable properties** that were sold for a similar or identical use as the **property to be valued**.

HOW WE ASSESS PROPERTY

Income Approach



Industrial
Malls



Multi-Residential
Properties



Office
Buildings



Hospitality
Properties



Shopping
Centres

To value these properties we need to determine how much **revenue** it could generate, and the **sale price**.



Those two factors create a '**capitalization rate**' that helps us determine the property's **assessed value**.

HOW WE ASSESS PROPERTY

Cost Approach



Industrial Properties



Grain Elevators



Gravel Pits



Large & Special Purpose Properties



Warehousing

It's used for property types that are **unique and rarely sold** on the market.

HOW WE ASSESS PROPERTY

Cost Approach

Applying the cost approach



1 We calculate the **cost** of replacing buildings, structures or other assessable changes on the land.



2 We apply a **deduction for depreciation** on buildings/ structures.



3 We determine the **value** of the land and add it to the calculations to produce an **overall valuation**.

SAFEGUARDING DATA



One of the first Canadian public sector organizations to move to the cloud in 2013



One of the few organizations in North America to receive an ISO 27001 certification in 2019

ONTARIO'S PROPERTY LANDSCAPE IS CHANGING

DID YOU KNOW?

The number of properties in Ontario has grown by over

600,000
in the last 10 years?

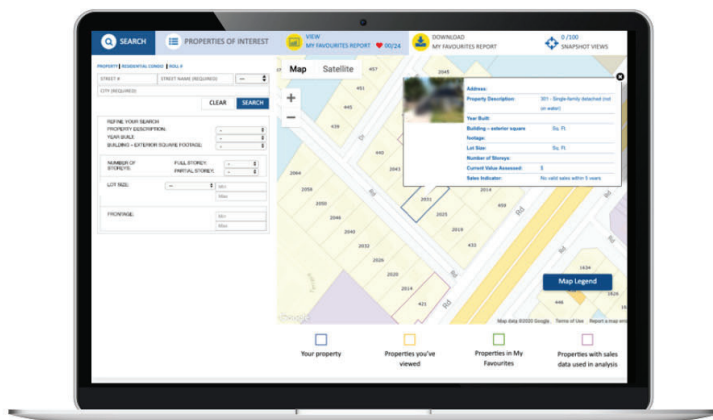
ONTARIO'S PROPERTY LANDSCAPE IS CHANGING

DID YOU KNOW?

The average value of all property types has increased exponentially, by approximately

70%

About MyProperty



View **property info** and **compare** to other assessments in your neighbourhood



View details that explain **how we assessed** the property



Review steps to file a **Request for Reconsideration** online



We reflect changes to
properties when we mail
Property Assessment
Notices every year

HOW WE SUPPORT OUR MUNICIPAL PARTNERS

We're **committed** to
understanding and shaping
our priorities based on
**FEEDBACK AND INPUT
FROM MUNICIPALITIES.**



OUR DATA IS USED ACROSS INDUSTRY

INSURANCE
COMPANIES

ELECTRIC & NATURAL
GAS UTILITIES

Telecom
Companies

Banks

GOVERNMENT
AGENCIES

OTHER PRIVATE & PUBLIC
SECTOR ORGANIZATIONS

REALTORS®

20

OUR CORE VALUES

Customer-focused

Cost-effective

Technology-driven

IT'S HOW WE VALUE
ONTARIO TOGETHER

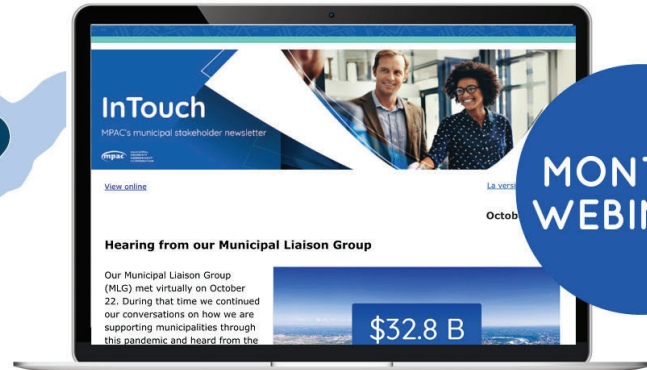


©MPAC

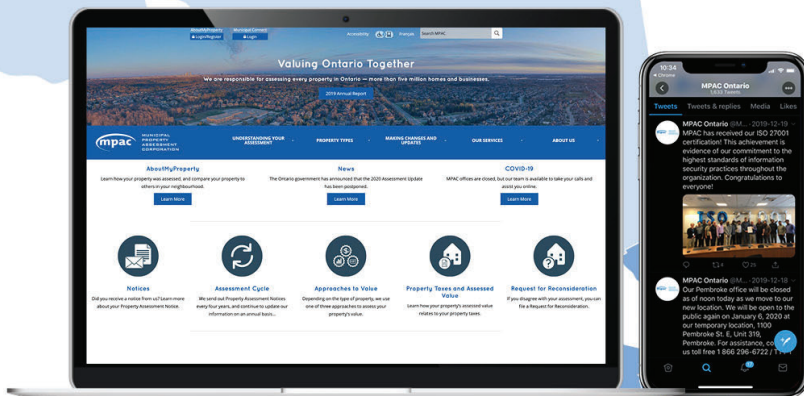
21

Our municipal and stakeholder relations teams live and work in your communities and **we're here to help.**

Go to **mpac.ca/municipalities** to find your local Account Manager



CONNECT WITH US



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Twitter



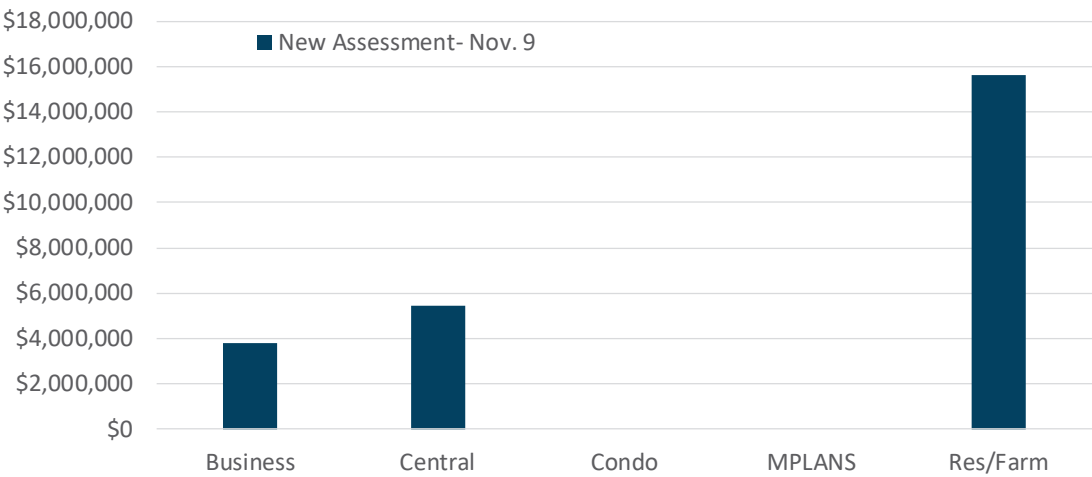
LinkedIn



Youtube

New Assessment

New Assessment as of Nov. 9: \$24,876,300



From: Jaskaran Singh <[jaskaransingh\[REDACTED\]](mailto:jaskaransingh[REDACTED])>
Sent: January 14, 2021 11:18 PM
To: Charlotte Madden <charlotte.madden@portcolborne.ca>
Subject: Written Request to make the appointment with council

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My name is jaskaran singh and i am writing this to explain an incident that happened with me and my friend on 15th November 2020. We had a 12 hour security shift that day at port colborne starting 6:00 am at a residential house.

In the morning time it was very dark and there was no barrier in the parking area or on the road side which is near to the lake. It was our second shift at that location. When our shift got over, we saw the weather getting worse so we sat in the car to go home in hurry.

My friend was driving and i was on the passenger seat and was not enough lighting on that road so we could not see anything properly. As we reached on the road water from the lake overflowed to the road side and our car started floating so i had to call 911 for help and they rescued us.

One month later i recieved a mail regarding the payment of \$1160 for rescuing us that day. So i called and asked why do i need to pay this and they said that there was barrier on that road to stop the travel but i missed it and now i will need to pay that fee. Even if there was a barrier we did not see it due to bad weather and bad lighting so it was not really our fault also there was not any kind of light and stickers on the barrier.

Due to covid i am not getting proper shifts and its been a month since my last shift so i cannot pay this fee so its my request to you please help me out from this situation.

Thank you
Regards
Jaskaran singh



PORT COLBORNE

FIRE & EMERGENCY SERVICES

3 Killaly Street West
Port Colborne, Ontario
L3K 6H1
www.portcolborne.ca

December 21, 2020

Jaskaran Singh
[REDACTED]
[REDACTED]
[REDACTED]

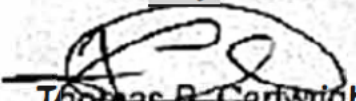
Re: Fire Fighting Services – Water Rescue – 2 Fielden Avenue

Port Colborne Fire and Emergency Services responded to a call for a vehicle trapped in water during a wind storm on November 15, 2020. Upon further investigation, it is noted that a vehicle you were in became emerged in water after you went through a barricade specifically put up to restrict the entry of persons during this very bad storm. Enclosed you will find a copy of By-law No. 6741/105/19 for your reference (copied are only the pages referring to the Fire Department).

An invoice has been included with this letter in the amount of \$1,160.28. This fee is based on the Ministry of Transportation rate of \$488.40 per fire apparatus, per hour, along with an administration fee.

Should you require additional information and/or clarification, please do not hesitate to contact the undersigned.

Yours truly,


Thomas B. Cartwright,
City Fire Chief

TC:cm

Encl.

Telephone: 905-834-4512

firechief@portcolborne.ca

Fax: 905-835-1020

"Proudly Protecting People and Property"



City of Port Colborne
66 Charlotte Street
Port Colborne Ontario L3K 3C8

INVOICE	IVC003144
Date	1/4/2021
Page	1
HST No.	10628 4107 RT0001

INVOICE

Customer:

Jaskaran Singh

Remit to:

City of Port Colborne
66 Charlotte Street
Port Colborne, ON
L3K 3C8

Purchase Order	Account	Contact	Shipping Method	Payment Terms ID
	JASKA0001	FIRE DEPT/IME (905) 824-1512 Ext. 0000	PICKUP	Net 30
Quantity	Description	UOM	Unit Price	Ext. Price
1.00	Fire Fighting Services - Engine #1, 2 Fielden Ave, NOV 15/2020	Each	\$488.40	\$488.40
1.00	Fire Fighting Services - Rescue #1, 2 Fielden Ave, NOV 15/2020	Each	\$488.40	\$488.40
1.00	Administration Fee	Each	\$50.00	\$50.00
Subtotal				\$1,026.80
HST				\$0.00
Tax				\$133.48
Freight				\$0.00
Total				\$1,160.28

The Corporation of the City of Port Colborne

By-law No. 6741/105/19

Being a by-law to establish fees and charges for various services and to repeal by-law 6638/02/19

Whereas the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, provides a municipality may pass by-laws imposing fees or charges on any class or persons; and

Whereas the *Building Code Act, 1992, S.O. 1992, c. 23*, as amended provides a municipality may pass by-laws imposing fees and charges; and

Whereas the *Cemeteries Act (Revised), R.S.O. 1990, c. C.4*, as amended, provides a municipality may pass by-laws imposing fees and charges; and

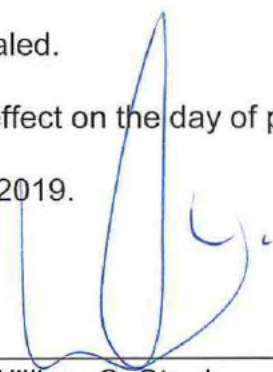
Whereas the *Planning Act, R.S.O. 1990, c. P.13*, as amended, provides a municipality may pass by-laws imposing tariffs, fees and charges; and

Whereas at its meeting of November 25, 2019 the Council of The Corporation of the City of Port Colborne approved the recommendation of Corporate Services Finance Division Report No. 2019-166, Subject: 2020 Proposed Fees and User Charges.

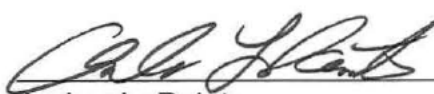
Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That the fees and charges, outlined in Appendix "A" attached hereto and forming part of this by-law, be enacted.
2. That if a court of competent jurisdiction should declare any section or part of a section of this by-law to be invalid, such section or part of a section shall not be construed as having persuaded or influenced Council to pass the remainder of this by-law, and it is hereby declared that the remainder of this by-law shall be valid and shall remain in full force and effect.
3. That should this by-law conflict with any other by-law or resolution of Council, or any staff report approved by Council, in relation to fees and charges imposed under the *Municipal Act, Planning Act, Building Code Act* or any other act, this by-law shall take precedence, unless specifically stated to the contrary.
4. That By-law No. 6638/02/19 is hereby repealed.
5. That this by-law come into force and take effect on the day of passing.

Enacted and passed this 25th day of November, 2019.



William C. Steele
MAYOR



Amber LaPointe
CITY CLERK

Fire Prevention (Continued)	2019	Proposed 2020	Proposed 2021	Proposed 2022
<i>Residential (GROUP C, Not Including Care Facilities) (includes Hotels, Motels, Apartments and Bed and Breakfast)</i>				
Small building – 3,000 sq. ft. or less – containing single dwelling units	\$75.00	\$75.00	\$75.00	\$77.25
Small building – 3,000 sq. ft. or less – containing two dwelling units	\$300.00	\$300.00	\$300.00	\$309.00
Large building – more than 3,000 sq. ft. OR contains 3 to 5 dwelling units/suites of residential occupancy	\$500.00	\$500.00	\$500.00	\$515.00
6 to 18 dwelling units/suites of residential occupancy	\$750.00	\$750.00	\$750.00	\$772.50
More than 18 dwelling units/suites of residential occupancy	\$1,500.00	\$1,500.00	\$1,500.00	\$1,545.00
Repeat follow-up inspections on a violation	\$75.00	\$75.00	\$75.00	\$77.25
Bed and Breakfast – up to four (4) sleeping rooms	\$275.00	\$275.00	\$275.00	\$283.25
<i>Industrial (GROUP F OCCUPANCY)</i>				
Inspect base building, less than 3,000 sq. ft. (gross area)	\$175.00	\$175.00	\$175.00	\$180.25
Plus inspect each additional 3,000 sq. ft.	\$75.00	\$75.00	\$75.00	\$77.25
Plus inspect each suite in addition to base building	\$25.00	\$25.00	\$25.00	\$25.75
Repeat follow-up inspections on a violation	\$75.00	\$75.00	\$75.00	\$77.25
<i>Miscellaneous Inspections/Application Review</i>				
Open Air Burning Site Inspection and Clearance	\$75.00	\$75.00	\$75.00	\$77.25
Fireworks Vendor-Site Inspection	\$75.00	\$75.00	\$75.00	\$77.25
Propane Licence Application Review (Basic)	\$100.00	\$100.00	\$100.00	\$103.00
Propane Licence Application Review (Complex)	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
Marijuana Grow-Op/Drug Lab Compliance Inspection	\$250.00	\$250.00	\$250.00	\$257.50
Review of Site Plans	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
Sale of Consumer Fireworks Vendor Permit	\$100.00/annually	\$100.00/annually	\$100.00/annually	\$103.00/annually
Display Fireworks Discharge Permit	\$150.00/per event	\$150.00/per event	\$150.00/per event	\$154.50/per event
Fire Department Assistance				
Fire Watch	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
Securing Buildings	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
Fire Prevention Assistance	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
Training Assistance	\$60.00/hour	\$60.00/hour	\$60.00/hour	\$61.80/hour
File Reports and File Searches				
File Search/File Reports - Environmental Issues	\$250.00	\$250.00	\$250.00	\$257.50
File Search/File Reports - Information	\$175.00	\$175.00	\$175.00	\$180.25
Letters and Produce Incident Reports to Insurance Companies	\$175.00	\$175.00	\$175.00	\$180.25
LLBO - Letters of Compliance	\$175.00	\$175.00	\$175.00	\$180.25

Smoke and Carbon Monoxide Alarm Installations	2019	Proposed 2020	Proposed 2021	Proposed 2022
Installation of Smoke Alarm	\$10.00 each	\$10.00 each	\$10.00 each	\$10.00 each
Installation of Carbon Monoxide Alarm (Plug-In)	\$25.00 each	\$25.00 each	\$25.00 each	\$25.00 each
Installation of Carbon Monoxide Alarm (Combination)	\$30.00 each	\$30.00 each	\$30.00 each	\$30.00 each
Fire Department Services				
Refilling of Air Cylinders	\$12.00 each	\$12.00 each	\$12.00 each	\$12.36 each
Fire Extinguisher Rentals	\$10.00 each	\$10.00 each	\$10.00 each	\$10.30 each
Photographs	\$5.00 each	\$5.00 each	\$5.00 each	\$5.15 each
I.D. Photos	\$10.00 each	\$10.00 each	\$10.00 each	\$10.30 each
Meeting Room Rental	\$100.00 daily	\$100.00 daily	\$100.00 daily	\$103.00 daily
911 Sign Installation	\$100.00 each	\$100.00 each	\$100.00 each	\$103.00 each
911 Sign Replacement	\$50.00 each	\$50.00 each	\$50.00 each	\$51.50 each

Schedule C
Services by Fire and Emergency Division

<i>All fees identified with an asterisk will be billed using the applicable MTO Rate at the time of billing. Administrative Fee of \$50.00 to be charged to all invoices.</i>				
Emergency Response	2019	Proposed 2020	Proposed 2021	Proposed 2022
*Nuisance false alarms and nuisance deployments First false alarm in any calendar year:	Nil	Nil	Nil	Nil
Subsequent false alarms in calendar year:	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched
Billing for firefighting services using a third party, as necessary.	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched
Failure to Extinguish Open Air Burning (liable for costs under Section 2.5 By-Law 6280/106/15). Owner responsible for any and all additional expenses - to retain a private Contractor, rent special equipment, preserve property or evidence, or in order to eliminate an emergency or risk of an emergency situation.	Actual Costs	Actual Costs	Actual Costs	Actual Costs
Hourly Rate of Personnel	Current	Current	Current	Current
*Motor vehicle accident/vehicle fire and providing firefighting or other emergency services to a non-resident: a) For the first hour or any part thereof b) For each additional one half hour or part thereof <i>Note: MTO Rates are applicable to residents when Fire Department services are provided on Hwy. No's 3, 58 and 140.</i>	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched
Response to fires on or beside rail lines caused by Railway Company - owner responsible for any and all additional expenses - to retain a private Contractor, rent special equipment, preserve property or evidence, or in order to eliminate an emergency or risk of an emergency situation.	Actual Costs	Actual Costs	Actual Costs	Actual Costs
*For attending a natural gas incident a) For the first hour or any part thereof b) For each additional one half hour or part thereof	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched

Emergency Response (continued)	2019	Proposed 2020	Proposed 2021	Proposed 2022
Extraordinary expenses - Owner responsible for any and all additional expenses that the Fire Chief or Deputy Fire Chief determines to retain a private Contractor, rent special equipment, preserve property or evidence, or in order to eliminate an emergency or risk of an emergency situation.	Actual Costs	Actual Costs	Actual Costs	Actual Costs
*For responding to non-emergency requests a) For the first hour or any part thereof b) For each additional one half hour or part thereof	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched	Applicable MTO Rates Per apparatus dispatched
Fire Prevention				
<i>Commercial (GROUP A, D&E OCCUPANCY) Refreshment Vehicle</i>	\$125.00	\$125.00	\$125.00	\$128.75
Inspect base building, less than 3,000 sq. ft. (gross area)	\$250.00	\$250.00	\$250.00	\$257.50
Plus inspect each additional 3,000 sq. ft.	\$125.00	\$125.00	\$125.00	\$128.75
Plus inspect each suite in addition to base building	\$25.00	\$25.00	\$25.00	\$25.75
Day Cares:	\$75.00	\$75.00	\$75.00	\$77.25
Home Day Cares with less than 5 children	\$150.00	\$150.00	\$150.00	\$154.50
Licensed Day Cares with occupant load of 40 or less	\$250.00	\$250.00	\$250.00	\$257.50
Licensed Day Cares with occupant load of more than 40				
Repeat follow-up inspections on a violation	\$75.00	\$75.00	\$75.00	\$77.25
<i>Institutional (GROUP B) or Residential (GROUP C containing a Care Facility)</i>				
Inspect base building, less than 3,000 sq. ft. (gross area)	\$275.00	\$275.00	\$275.00	\$283.25
- Plus inspect each additional 3,000 sq. ft.	\$125.00	\$125.00	\$125.00	\$128.75
- Plus each dwelling/unit/sleeping room in addition to base building	\$10.00	\$10.00	\$10.00	\$10.30
Repeat follow-up inspections on a violation	\$75.00	\$75.00	\$75.00	\$77.25

Memorandum

To: Mayor Steele and Members of Council
From: Councillor Bruno
Date: January 25, 2021
Re: Motion to Amend Official Plan and Zoning By-law

I'd like to direct Planning and Development staff to initiate City applications to amend the Official Plan and Zoning By-law for City-owned and private property located at the northwest corner of Welland and Killaly Street East to help assist in the growth of our industrial sector. I would like certain lands to revert back to how it was identified prior to the new Official Plan and Zoning By-law.

I am requesting that the following motion be approved:

That the Director of Planning & Development be directed to make applications to amend the Official Plan and Zoning By-law for City and private property located at the northwest corner of Welland and Killaly Street East; and

That all costs be absorbed by the City.

Thank you for your consideration,

Councillor Bruno
Ward 3

The Corporation of the City of Port Colborne

By-law no. _____

Being a by-law to amend Zoning By-law 6575/30/18 respecting lands legally described as Lots 121 to 123 on Plan 12, and Part of Lots 368 and 369 on Plan 16, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 168 and 176 Elm Street.

Whereas By-law 6575/30/18 is a by-law of The Corporation of the City of Port Colborne restricting the use of land and the location and use of buildings and structures; and

Whereas, the Council of The Corporation of the City of Port Colborne desires to amend the said by-law.

Now therefore, and pursuant to the provisions of Section 34 of the *Planning Act, R.S.O. 1990*, The Corporation of the City of Port Colborne enacts as follows:

1. This amendment shall apply to those lands described on Schedule “A” attached to and forming part of this by-law.
2. That the Zoning Map referenced as Schedule “A7” forming part of By-law 6575/30/18 is hereby amended by changing those lands described on Schedule A from Institutional (I) and Fourth Density Residential (R4) to R4-56.
3. That Section 37 entitled “Special Provisions” of Zoning By-law 6575/30/18, is hereby further amended by adding the following:

R4-56

Notwithstanding the provisions of the Fourth Density Residential Zone, the following special regulations shall apply:

a)	Minimum Front Yard	4.5 metres
b)	Minimum Interior Side Yard	1.5 metres
c)	Minimum Corner Yard	1.5 metres
d)	Minimum Rear Yard	1.5 metres
e)	Maximum Lot Coverage	25 percent
f)	Maximum Height	As existing
g)	Max Gross Floor Area	1450 square metres
h)	Minimum Landscape Area	25 percent
i)	Minimum Floor Area / Unit	35 square metres
j)	Minimum Number of Parking Spaces	1 space per residential dwelling unit
k)	Landscape Buffer Between the Edge of any Parking Area Abutting a Public Road	0 metres
l)	Landscape Buffer Between the Edge of any Parking Area Abutting a Residential Zone	1.5 metres
m)	Minimum Setback of a Building for the Purpose of Human Habitation to a Functioning Railway Right-of-way	1.5 metres

4. That this by-law shall come into force and take effect on the day that it is passed by Council, subject to the provisions of the *Planning Act*.

- 5. The City Clerk is hereby authorized and directed to proceed with the giving notice of the passing of this by-law, in accordance with the *Planning Act*.

Enacted and passed this 25th day of January, 2021.

William C Steele
Mayor

Amber LaPointe
Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Authorize Entering into a Contract Agreement with Rankin
Construction Re Tender 2015-11, Annual Asphalt Resurfacing Contract
Extension

Whereas at its meeting of January 25, 2021 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Engineering and Operations Department Report No. 2021-24, Subject: Annual Asphalt Resurfacing Program, Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with Rankin Construction regarding Tender 2015-11, Annual Asphalt Resurfacing Contract Extension;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into a contract agreement extension with Rankin Construction regarding Tender 2015-11, Annual Asphalt Resurfacing Contract Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a By-law to Authorize Entering into a Contract Agreement with Signature Contractors Windsor Inc. Re Tender 2020-12, Sidewalk Construction City Wide, Extension

Whereas at its meeting of January 25, 2021 the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Engineering and Operations Department Report No. 2021-33, Subject: Annual Sidewalk Construction City Wide, Extension;

And Whereas the Council of The Corporation of the City of Port Colborne is desirous of entering into a contract agreement extension with Signature Contractors Windsor Inc. regarding Tender 2020-12, Sidewalk Construction City Wide;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into a contract agreement extension with Signature Contractors Windsor Inc. regarding Tender 2020-12, Sidewalk Construction City Wide, Extension.
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Alvin Rampersaud respecting 130 Rodney Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-27, Subject: Sale of 130 Rodney Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Alvin Rampersaud for the sale of 130 Rodney Street, for the purchase price of \$45,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Alvin Rampersaud for the sale of 130 Rodney Street for the purchase price of \$45,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Confirmation of Co-operation and Representation

Form 320

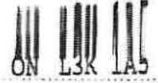
for use in the Province of Ontario

BUYER: ALVIN RAMPERSAUD

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 130 RODNEY Street

Port Colborne



DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representative(s) of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:
- or: ☐ by the Seller in accordance with a Seller Customer Service Agreement
- ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
RR
BUYER

CO-OPERATING/BUYER BROKERAGE

DS
SL
SELLER

BB
LISTING BROKERAGE



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: (For delivery of Documents to Seller) Email Address: (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
NONE

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
NONE

6. **RENTAL ITEMS (including Lease, Lease to Own):** The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NONE

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

DS
SL

TH 21 AR MARCH 20, 21 January

8. **TITLE SEARCH:** Buyer shall be allowed until 6.00 p.m. on the 21 day of January, 2021 (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (BUILDING LOT) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

DS

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INITIALS OF SELLER(S):

DS

SL

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
17. **RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
18. **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 Buyer.
19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. **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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
26. **AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

DS

AR

INITIALS OF SELLER(S):

DS

SL



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer) **ALVIN RAMPERSAUD**
1266A787BA2D4A4

(Seal)

(Date) 1/11/2021

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Seller) **SCOTT LUEY**
CORPORATION OF THE CITY OF PORT COLBORNE
E787E8EA1BC54C1

(Seal)

(Date) 1/15/2021

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.)

DocuSigned by:
SCOTT LUEY
(Signature of Seller or Buyer)
E787E8EA1BC54C1

INFORMATION ON BROKERAGE(S)

Listing Brokerage **ROYAL LEPAGE NRC REALTY** 905-834-9000

(Tel. No.)

BILL BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel. No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

SCOTT LUEY

1/15/2021

(Seller) **SCOTT LUEY**
CORPORATION OF THE CITY OF PORT COLBORNE
E787E8EA1BC54C1

(Date)

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

ALVIN RAMPERSAUD

1/11/2021

(Buyer) **ALVIN RAMPERSAUD**
1266A787BA2D4A4

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

For Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale:

Acknowledged by:

BILL BECSKEREKI

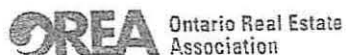
(Authorized to bind the Listing Brokerage)

BILL BECSKEREKI

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ALVIN RAMPERSAUD and

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 130 RODNEY Street Port Colborne

ON L3K 1A5 dated the 11 day of January, 2021

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding the subject property to secure building permits to build a small house and confirming plans through the City of Port Colborne. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 18th day of JANUARY, 2021, that this condition is fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the ^{DS}Seller within the time period stated herein.

the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

^{DS}
AR

INITIALS OF SELLER(S):

^{DS}
SL



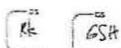
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RLP Niagara Interest Clause 2018**Deposit**

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.



130 Rodney Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$45,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

ALVIN RAMPERSAUD
(the "Purchaser")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2021, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 130 Rodney Street, being PIN _____ (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "Purchaser" means Alvin Rampersaud;
- (b) "Property" means the lands and premises described in Recital A of this Agreement;
and
- (c) "City" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: Details of what is to be constructed] within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense:

OR

II. construct and occupy the [NTD: Details of what is to be constructed] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$45,000 subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$45,000 in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

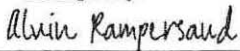
Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

DocuSigned by:

1266A787BA2D4A4...

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

Per: _____
Name: _____
Title: _____

DocuSigned by:

Alvin Rampersaud

1266A787BA2D4A4...

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____
Name: _____
Title: _____

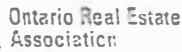
DocuSigned by:

Scott Luey

E787E8EA1BC54C1...

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.



Agreement of Purchase and Sale

See page 10 for the Province of Ontario

BUYER: ALVIN RAMPERSAUD agrees to purchase from

SULLER: CORPORATION OF THE CITY OF PORT COLBORNE

130 RODNEY Street Port Colborne ON L3K 1A5

Planting on the North Rodney Street

CITY OF PORT COLBORNE

66.01 more or less by each of 33.00 more or less

and locally described as PTL 54 PL 857 VILLAGE OF PORT COLBORNE AS IN RO312505

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PURCHASE PRICE: Dollars (CONS) 45,000.00

Forty-Five Thousand

DEPOSIT: Buyer submits _____ upon acceptance _____
 Payment/Cash Acceptance or otherwise described in this Agreement _____

Five Thousand 5,000.00

By negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall hold the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

7. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer 5:00 on the 12

January 20 21 after which time if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 a.m. on the 12 day of MARCH

20 21 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property.
 _____ to be paid from the amount paid by the Seller to the Listing Brokerage.
 Commission As Reported in MLS® Information
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement. The consideration for which is the Co-operating Brokerage providing an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local Real Estate Council (the local board's MLS® rules and regulations so provide). Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held in trust for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
 Name of Co-operating/Buyer Brokerage
 368 King St. PORT COLBORNE ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
 Authorized to sign the Co-operating/Buyer Brokerage Date

BILL BECSKEREKI

(Print Name of Salesperson/Broker/ Broker of Record)

ROYAL LEPAGE NRC REALTY
 Name of Listing Brokerage
 368 King St. PORT COLBORNE ON L3K 4H4
 Tel: 905-834-9000 Fax: 905-688-3178
 [Signature] Date: Jun 16/2021
 Authorized to sign the Listing Brokerage Date

BILL BECSKEREKI

(Print Name of Salesperson/Broker/ Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

DS
 [Signature] **BUYER'S INITIALS**

DS
 [Signature] **SELLER'S INITIALS**

ACKNOWLEDGEMENT

I have received, read, and understand this above information.

DocuSigned by:
 [Signature] **ALVIN RAMPERSAUD** 1/11/2021
 Signature of Buyer Date

DocuSigned by:
 [Signature] **Scott Luey** 1/17/2021
 Signature of Seller Date



The Real Estate Council of Ontario (RECO) is a self-regulating body for the real estate industry in Ontario. It is responsible for setting and enforcing standards of conduct for real estate professionals and for providing consumer protection services.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust respecting 133 Durham Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-28, Subject: Sale of 133 Durham Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust for the sale of 133 Durham Street, for the purchase price of \$65,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Glyn Holmes in Trust for the sale of 133 Durham Street for the purchase price of \$65,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 133 DURHAM Street Port Colborne ON L3K 1E1

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
 or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

BUYER

CO-OPERATING/BUYER BROKERAGE

SELLER

LISTING BROKERAGE

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Form 160

for use in the Province of Ontario

Registrant's Disclosure of Interest Acquisition of Property

This statement is made in accordance with the requirements of the Real Estate and Business Brokers Act and Code of Ethics Regulations of the Province of Ontario.

I, Robert Kasowski, declare that I am a registered
(Name of Registrant)

Real Estate Salesperson representing RE/MAX ESCARPMENT REALY INC.
(Salesperson/Broker/Broker of Record) (Name of Brokerage)

in connection with a proposed Offer to Purchase/Lease/Exchange/Option of the Property known as 133 DURHAM Street

Port Colborne ON L3K 1E1

Please be advised that, if the proposed Offer is accepted, I will be either directly or indirectly acquiring an interest in your Property.

NOTE: If the Registrant's interest is indirect, explain the nature of the interest in accordance with the definition of a "Related Person", as defined in the Code of Ethics Regulations of the Real Estate and Business Brokers Act.

EXPLANATION:

I hereby declare that the following is a full disclosure of all facts within my knowledge that affect or will affect the value of your Property:

None

(Attach Appendix "A" if necessary)

AND

I hereby declare that the following is a full disclosure of the particulars of any agreement by, or on behalf of myself for the sale, exchange, option or other disposition of any interest in your Property to any other person:

Nil

(Attach Appendix "B" if necessary)

I, will be receiving a portion of any commission payable in connection with this transaction.
(will/will not)

For the purposes of this Registrant's Statement as Buyer, "Buyer" includes purchaser, tenant and lessee, and "Seller" includes vendor, landlord and lessor.

DocuSigned by:
Robert Kasowski Jan-13-2021 | 5:59 PM EST
(Signature of Registrant who is making the Declaration) (Date)

DocuSigned by:
[Signature] Jan-13-2021 | 6:30 PM EST
(Signature of Declaring Registrant's Broker of Record/Manager of Brokerage) (Date)

ACKNOWLEDGEMENT

I/We, the undersigned, as Seller(s) in this transaction have read and clearly understand this statement and acknowledge this date having received a copy of same, PRIOR TO BEING PRESENTED WITH AN OFFER TO PURCHASE, LEASE, EXCHANGE, OR OPTION.

(Witness) (Seller) Scott Lemy 1/15/2021
THE CORPORATION OF THE CITY OF PORT COLBORNE (Date)

(Witness) (Seller) (Date)

Agreement of Purchase and Sale

Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 30 day of December, 2020
BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed, agrees to purchase from
 (Full legal names of all Buyers)

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE, the following
 (Full legal names of all Sellers)

REAL PROPERTY:
Address 133 DURHAM Streetfronting on the South side of DURHAM Streetin the City of Port Colborneand having a frontage of 39.99 more or less by a depth of 100.00 more or lessand legally described as PT LT 8 S/S DURHAM ST PL 849 PORT COLBORNE AS IN BB78524 ; PORT COLBORNE(the "property")
 (Legal description of land including easements not described elsewhere)
PURCHASE PRICE: Dollars (CDN\$) 67,000.00
Sixty-Seven Thousand Dollars
DEPOSIT: Buyer submits herewith
 (Herewith/Upon Acceptance/as otherwise described in this Agreement)
Twenty Thousand Dollars (CDN\$) 20,000.00
 by negotiable cheque payable to.. ROYAL LEPAGE NRC REALTY "Deposit Holder"
 to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.
SCHEDULE(S) A attached hereto form(s) part of this Agreement.
1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 11:59 on
 (Seller/Buyer) (a.m./p.m.)
18 day of January, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 11 day of February, 2021.
 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: 905-688-3178
(For delivery of Documents to Seller)

FAX No.: (905) 664-2300
(For delivery of Documents to Buyer)

Email Address: billb@royalpage.ca
(For delivery of Documents to Seller)

Email Address: rob@opendoorproperty.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
None

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
None

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

DS
RK GSK

INITIALS OF SELLER(S):

DS
SL

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 28th day of January, 2021, (Requisition Date) to 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 (vacant land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):


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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	DocuSigned by: <u>Robert Kasowski</u> (Buyer/Authorized Signing Officer)	(Seal)	(Date)
(Witness)	DocuSigned by: <u>Glyn Stuart Holmes</u> (Buyer/Authorized Signing Officer)	(Seal)	(Date)

Jan-13-2021 | 6:20 PM EST
Jan-13-2021 | 3:04 PM PST

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	DocuSigned by: <u>Scott Luey</u> (Seller/Authorized Signing Officer)	(Seal)	(Date)
(Witness)	(Seller/Authorized Signing Officer)	(Seal)	(Date)

1/15/2021

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)	(Spouse)	(Seal)	(Date)
-----------	----------	--------	--------

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

DocuSigned by:
Scott Luey
F6D1711397FF4E8...

INFORMATION ON BROKERAGE(S)

Listing Brokerage	ROYAL LEPAGE NRC REALTY	905-834-9000
	BILL BECSKEREKI	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage	RE/MAX Escarpment Realty Inc.	(905) 545-1188
	Robert Kasowski	(Tel.No.)
	(Salesperson/Broker/Broker of Record Name)	

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:
Scott Luey
1/15/2021

(Seller) THE CORPORATION OF THE CITY OF PORT COLBORNE (Date)

(Seller) (Date)

Address for Service (Tel. No.)

Seller's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Glyn holmes in Trust (Date)

(Buyer) in trust for a company/corporation to be formed (Date)

Address for Service (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

DocuSigned by:
Bruce Beckowski
(Authorized to bind the Listing Brokerage)

DocuSigned by:
Robert Kasowski
(Authorized to bind the Co-operating Brokerage)



Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed and

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 133 DURHAM Street Port Colborne

ON L3K 1E1 dated the 30 day of December 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Buyer(s) and the Seller(s) understand and acknowledge that the Buyer(s) intends to build residential rental units on 133 Durham Street, Port Colborne, following the city and regional guidelines, as soon as possible to help alleviate the need for housing in the area.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

DS
RK GSH

INITIALS OF SELLER(S):

DS
SL

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RLP Niagara Interest Clause 2018

Deposit

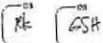



The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

133 Durham Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B". as stated herein  
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$67,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.  
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, ~~in priority to any mortgage/charge or other encumbrance~~, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

The Vendor shall grant any postponement in favour of the Purchaser's mortgage lender or other security interest holder, as reasonably requested by the Purchaser.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "Unbuilt Lands") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.

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SL
RLE GS#

as agreed upon and stated in
Schedule "B"

DS
SL
RLE GS#

which is evidenced by
the release and closure of the
building permit related to such
building

- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.

DS
SL
RLE GS#

- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.

subject to any
requested
postponements
as aforesaid

- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 13 day of January, ²⁰²¹~~2020~~. Rk GSH

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") *ROBERT KASOWSKI AND
GLYN STUART ADAMS*

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 133 Durham Street, Port Colborne, [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Glyn Holmes & Robert Kasowski in trust for a company/corporation to be formed
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement; and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

Multi-residential dwelling ^{DS} SL ^{DS} Rk ^{DS} GSK

I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: **Details of what is to be constructed**] within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

^{DS} SL

OR

Multi-residential dwelling

II. construct and occupy the [NTD: **Details of what is to be constructed**] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

^{DS} Rk ^{DS} GSK

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$67,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$67,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8

Attention: DocuSigned by:
Facsimile: *Scott Wemy*
Telephone: F6D1711397FF4EB...

(b) **Purchaser:**

Glyn Holmes & Robert Kasowski

in trust for a company/corporation to be formed

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

13

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 14 day of
January, ~~2020~~, 2021

DS
Rk
DS
GSH
DS
SL

Per: Robert Kasowski
Name: 3C2FC41B718C4D1
Title:

Per: Ayn Stuart Holmes
Name: F481D734D004D0D
Title:

I We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 13 day of
January, ~~2020~~, 2021

THE CORPORATION OF THE CITY OF
PORT COLBORNE

Per: Scott Luey
Name: F6D1711397FF4E8...
Title:

Per: _____
Name: _____
Title:

I We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Davert Tools Inc. respecting 142 Fraser Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-31, Subject: Sale of 142 Fraser Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Davert Tools Inc. for the sale of 142 Fraser Street, for the purchase price of \$50,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Davert Tools Inc. for the sale of 142 Fraser Street for the purchase price of \$50,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: DAVERT TOOLS INCSELLER: CITY OF PORT COLBORNEFor the transaction on the property known as: 142 FRASER Street Port Colborne ON L3K 1E5**DEFINITIONS AND INTERPRETATIONS:** For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid
(does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

DS
EM
BUYER

CO-OPERATING/BUYER BROKERAGE

SL
SELLER

BB
LISTING BROKERAGE



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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.**CO-OPERATING BROKERAGE- REPRESENTATION:**

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
 4.5% + HST to be paid from the amount paid by the Seller to the Listing Brokerage.
 (Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
 (Name of Co-operating/Buyer Brokerage)

 368 King St. Port Colborne ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
 (Authorized to bind the Co-operating/Buyer Brokerage) (Date)

 (Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
 (Name of Listing Brokerage)

 368 King St. Port Colborne ON L3K4H4
 Tel: (905) 834-9000 Fax: (905) 688-3178
Bill Becskereki Jan 14/2021
 (Authorized to bind the Listing Brokerage) (Date)

BILL - BECSKEREKI
 (Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BS
EM
 BUYER'S INITIALS

DS
SL
 SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

DocuSigned by:
ELISSA MAMPOU 1/16/2021
 (Signature of Buyer) DERBY ROY (Date)

 (Signature of Buyer) (Date)

DocuSigned by:
Scott Wynn 1/17/2021
 CITY OF PORT COLBORNE
 E787E8EA1BC54C1... (Date)

 (Signature of Seller) (Date)



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 14 day of January, 2021

BUYER: DAVERT TOOLS INC, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 142 FRASER Street Port Colborne ON L3K 1E5

fronting on the North side of FRASER Street

in the

and having a frontage of 37.99 more or less by a depth of 90.00 more or less

and legally described as PT LT 17 N/S FRAZER ST PL 849 PORT COLBORNE AS IN R0658896 ; PORT COLBORNE

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 50,000.00

Fifty Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6:00 on the 21
(Seller/Buyer) (a.m./p.m.)
day of January, 2021, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 a.m. on the 19 day of February, 2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

DS
EM

INITIALS OF SELLER(S):

as
SL

- 3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance hereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. CHATTELS INCLUDED:
-NA

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:
NONE

- 6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
none

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

- 7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 16 day of February, 2021, (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (residential building lot) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the Municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

DS
EM

INITIALS OF SELLER(S):

DS
SL

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (a) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

DocuSigned by:

1/16/2021

(Witness)

(Buyer)

JERRY ROY

(Seal)

(Date)

774C1D0F2EFA410

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

DocuSigned by:

1/17/2021

(Witness)

(Seller)

CITY OF PORT COLBORNE

(Seal)

(Date)

E787E8EA1BC54C1

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 12:00 PM this 17 day of JANUARY 2021.

(a.m./p.m.)

day of

2021

DocuSigned by:

CITY OF PORT COLBORNE

INFORMATION ON BROKERAGE(S)

Listing Brokerage

ROYAL LEPAGE NRC REALTY

(905) 834-9000

(Tel. No.)

BILL - BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

(Tel. No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/17/2021

(Seller)

CITY OF PORT COLBORNE

(Date)

E787E8EA1BC54C1

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

1/16/2021

(Buyer)

JERRY ROY

(Date)

(Buyer)

(Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale

Acknowledged by:

[Authorized to bind the Listing Brokerage]

[Authorized to bind the Co-operating Brokerage]

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: DAVERT TOOLS INC, and

SELLER: CITY OF PORT COLBORNE

for the purchase and sale of 142 FRASER Street Port Colborne

ON L3K 1E5 dated the 14 day of January, 2021

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Conditions

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding obtaining of building permits, etc the subject property. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 23RD day of FEBRUARY, 2021 that this/these condition is/are fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This/these condition is/are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to cooperate in providing access to the property for the purpose of any inspections. The Seller also consents to details of any work orders against the property being made available to the Buyer or the Buyer's agent. The Buyer or the Buyer's Agent shall not be liable for any work orders created as a result of any inspections carried out on the subject property.

Electronic Signatures

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

Notices (Multiple Representation)

If the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The Sellers agree to provide any existing surveys, environmental paperwork to the Buyer on acceptance of this offer.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

EM

INITIALS OF SELLER(S):

SL

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142 Fraser Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$50,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (c) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") **DAVERT TOOLS INC**

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 142 Fraser Street [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Upstate Realty Corp;
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement; and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$60,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$60,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

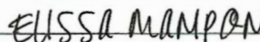
Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

DocuSigned by:

774C1D0F2EFA410...

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

/Signature page follows./

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

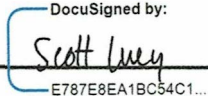
Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: 
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust respecting 80 Nickel Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-29 Subject: Sale of 80 Nickel Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust for the sale of 80 Nickel Street, for the purchase price of \$150,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Ryan Thompson in Trust for the sale of 80 Nickel Street for the purchase price of \$150,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 14 day of December 2020

BUYER: Ryan Thompson in Trust, agrees to purchase from
(Full legal names of all Buyers)

SELLER: The Corporation of The City of Port Colborne, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 80 NICKEL Street Port Colborne ON L3K 1B4

fronting on the South side of NICKEL Street

in the City of Port Colborne

and having a frontage of 112.50 more or less by a depth of 102.00 more or less

and legally described as Legal Description in Schedule A

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 150,000.00
One Hundred Fifty Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
Fifteen Thousand Dollars (CDN\$) 15,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. IRREVOCABILITY: This offer shall be irrevocable by SELLER until 7:00 on the 15
(Seller/Buyer) (a.m./p.m.) 28th
day of December 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 16 day of March
2021. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

(RT)

INITIALS OF SELLER(S):

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3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counteroffer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address: billb@royallepage.ca
(For delivery of Documents to Seller)

Email Address: Kevin@rightchoice.ca
(For delivery of Documents to Buyer)

4. CHATELS INCLUDED:

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. FIXTURES EXCLUDED:

6. RENTAL ITEMS (Including Lease, Lease to Own): The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
(included in/in addition to)

INITIALS OF BUYER(S): RT

INITIALS OF SELLER(S):

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7days day of Prior to close, 20....., (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

(RT)

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

(RT)

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer) **Ryan Thompson in Trust**

(Seal)

12/14/2020

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Seller) **The Corporation of The City of Port Colborne**

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of, 20.....
(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage

ROYAL LEPAGE NRC REALTY

905-834-9000

(Tel. No.)

BILL BECSKEREKI

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage

Right Choice Happenings Realty

289 276 1716

(Tel. No.)

Kevin Murphy

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller)

The Corporation of The City of Port Colborne

(Date)

(Buyer)

Ryan Thompson in Trust

(Date)

(Seller)

(Date)

(Buyer)

(Date)

Address for Service

Address for Service

(Tel. No.)

(Tel. No.)

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

Bill Becskereki

Authorized

Kevin Murphy

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ryan Thompson in Trust, and

SELLER: The Corporation of The City of Port Colborne

for the purchase and sale of 80 NICKEL Street Port Colborne

ON L3K 1B4 dated the 14 day of December, 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records and reports relating environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of the Environment, to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

Purchaser undertakes to apply for a building permit for a residential dwelling within 18 months of close of this transaction and to make best commercial efforts to commence construction of a residential dwelling, within 36 months of close of this transaction. This undertaking shall survive completion of this transaction.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Legal Description

LT 20 PL 857 VILLAGE OF PORT COLBORNE; LT 21 PL 857 VILLAGE OF PORT COLBORNE; LT 22 PL 857 VILLAGE OF PORT COLBORNE; LT 23 PL 857 VILLAGE OF PORT COLBORNE; PT LT 24 PL 857 VILLAGE OF PORT COLBORNE AS IN R0757704 ; PORT COLBORNE

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

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Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Ryan Thompson in Trust

AND

SELLER: The Corporation of The City of Port Colborne

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 14 day of December, 2020

concerning the property known as 80 NICKEL Street

Port Colborne

ON

L3K 1B4

as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

Insert:

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 7:00PM DECEMBER 31ST 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

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INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by SELLER until 5:00 (a.m./p.m.)

on the 28th day of December, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Ryan Thompson
12/18/2020 2:48:42 PM EST

12/18/2020

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at _____ this _____ day of _____, 20_____
(a.m./p.m.)

(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) The Corporation of The City of Port Colborne (Date)

Ryan Thompson 12/18/2020

(Seller) _____ (Date)

Ryan Thompson in Trust (Date)

Address for Service _____

(Buyer) _____ (Date)

Address for Service 160 Adelaide Ave E

(Tel. No.) _____

Oshawa (Tel. No.) _____

Seller's Lawyer _____

Buyer's Lawyer _____

Address _____

Address _____

Email _____

Email _____

(Tel. No.) _____ (Fax. No.) _____

(Tel. No.) _____ (Fax. No.) _____



in use in the 1970s and 80s. Order 2

Form 100 Revised 2020 Page 1 of 6

Fax No.: _____ For delivery of Documents to Sender: _____

FAX No. (For delivery of Documents to Buyer)

Email Address: billb@royalalpage.ca

Email Address: Kevin@rightchoice.ca
 (For every of Documents to Buy)

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable.

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price, if the sale of the property is not subject to HST. Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): RT

INITIALS OF SELLER(S):

Page 264 of 319

- INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

[illegible]

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Ryan Thompson in Trust 12/14/2020
 Witness: Buyer 12/27/2020

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale or to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness: Scott Luy 12/27/2020
 Witness: Seller: The Corporation of The City of Port Colborne 12/27/2020

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

Witness: Spouse: 12/28/2020

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes herein typed and written was finally accepted by all parties at 5:30pm on 12/28/2020.

Authentisign
 Ryan Thompson
 12/28/2020 5:26:24 PM EST

INFORMATION ON BROKERAGE(S)		
Selling Brokerage	ROYAL LEPAGE NRC REALTY	905-834-9000
BILL BECSKEREKI (Salesperson/Broker/Broker of Record Name)		
Co-op/Buyer Brokerage	Right Choice Happenings Realty	289 276 1716
Kevin Murphy (Salesperson/Broker/Broker of Record Name)		

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Seller: The Corporation of The City of Port Colborne 12/28/2020
 Buyer: Ryan Thompson in Trust 12/28/2020 5:26:26 PM EST
 Address for Service: Ryan Thompson in Trust
 Seller's Lawyer: Kevin Murphy
 Buyer's Lawyer: Kevin Murphy
 Address: Kevin Murphy
 Email: Kevin Murphy
 Fax No: Kevin Murphy

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale in consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the M.S. Rules and Regulations of my Real Estate Board shall be held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the M.S. Rules and shall be subject to and governed by the M.S. Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: Kevin Murphy
 Authorized and named Selling Brokerage: Kevin Murphy

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: Ryan Thompson in Trust and

SELLER: The Corporation of The City of Port Colborne

for the purchase and sale of 80 NICKEL Street Port Colborne

ON L3K 1B4 dated the 14 day of December 2020

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence on all issues they determine relevant in obtaining a building permit on the property, and being satisfied to all costs in obtaining such permit including all regional and municipal impost fees and servicing costs. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto by 5:00PM DECEMBER 18TH 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's deposit shall be returned to him/her in full without interest or deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

The Seller represents and warrants to the best of the Seller's knowledge and belief that during the period of ownership of the property, that all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on the land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters, no outstanding Ministry of Environment Orders, investigations, charges or prosecutions regarding Environmental matters exist, there has been no prior use as a waste disposal site, and all applicable licences are in force. The Seller agrees to provide to the Buyer upon request, all documents, records and reports relating environmental matters that are in the possession of the Seller. The Seller further authorizes the Ministry of the Environment, to release to the Buyer, the Buyer's Agent or Solicitor, any and all information that may be on record in the Ministry office with respect to the said property. The Parties agree that this representation and warranty shall form an integral part of this Agreement and survive the completion of this transaction, but apply only to circumstances existing at completion of this transaction.

Purchaser undertakes to apply for a building permit for a residential dwelling within 18 months of close of this transaction and to make best commercial efforts to commence construction of a residential dwelling, within 36 months of close of this transaction. This undertaking shall survive completion of this transaction.

The parties hereto consent and agree to the use of electronic signature pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

Legal Description

LT 20 PL 857 VILLAGE OF PORT COLBORNE; LT 21 PL 857 VILLAGE OF PORT COLBORNE; LT 22 PL 857 VILLAGE OF PORT COLBORNE; LT 23 PL 857 VILLAGE OF PORT COLBORNE; PT LT 24 PL 857 VILLAGE OF PORT COLBORNE AS IN R0757704 ; PORT COLBORNE

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

SL

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RLP Niagara Interest Clause 2018

Deposit

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.

DS
SL

Km

80 Nickel Street

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$150,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of twenty years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the “**Unbuilt Lands**”) referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of December, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") RYAN THOMPSON

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on DECEMBER 14, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 80 Nickel Street in Port Colborne [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) **"Purchaser"** means Ryan Thompson in Trust;
- (b) **"Property"** means the lands and premises described in Recital A of this Agreement; and
- (c) **"City"** means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$150,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$150,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "**Notice**") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

Ryan Thompson

Attention: kevin@rightchoice.ca
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of
12/17/2020
2020.

Per:

Ryan Thompson

12/17/2020 1:30:05 PM EST

Name:

Ryan Thompson

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.

IN WITNESS WHEREOF the City has executed this Agreement the 27 day of
DECEMBER, 2020.

THE CORPORATION OF THE CITY OF
PORT COLBORNE

DocuSigned by:

Per:

Scott Luey

Name:

E787E8EA1BC34C1

Title:

Per:

Name:

Title:

I/We have authority to bind the Corporation.



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: Ryan Thompson in Trust

AND

SELLER: The Corporation of The City of Port Colborne

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 14 day of December, 2020,

concerning the property known as 80 NICKEL Street

Port Colborne ON L3K 1B4 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

Delete:

(a) The purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire property in the event the Purchaser fails to:

(1) enter into a Site Plan Agreement with the City for the development of the Property (NTD: Details of what is to be constructed) within 1 year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense.

Insert:

(a) The purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire property in the event the Purchaser fails to:

(1) enter into a Site Plan Agreement with the City for the development of the Property (NTD: Details of what is to be constructed) within 18 Months of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense.

INITIALS OF BUYER(S):

RT

INITIALS OF SELLER(S):

SL

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 9:00pm
(Seller/Buyer) (a.m./p.m.)

on the 15th day of January, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Ryan Thompson
Buyer/Seller
12/30/2020 1:04:16 PM EST

12/30/2020

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Scott Luey
Buyer/Seller
1/5/2021 1:04:16 PM EST

1/5/2021

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 1/6/2021

and written was finally accepted by all parties at _____ this _____ day of _____, 20____
(a.m./p.m.)

DocuSigned by:

Scott Luey

(Signature of Seller or Buyer)

E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

1/5/2021

Scott Luey
Buyer/Seller
1/5/2021 1:04:16 PM EST

(Seller)

(Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

12/30/2020

Ryan Thompson

Buyer/Seller
12/30/2020 1:04:16 PM EST

(Buyer)

(Date)

Address for Service 160 Adelaide Ave E

Oshawa

(Tel. No.)


Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax. No.)

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The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul respecting 90 Fraser Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-32, Subject: Sale of 90 Fraser Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for the sale of 90 Fraser Street, for the purchase price of \$90,000;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with Adejoke and Femi Abdul for the sale of 90 Fraser Street for the purchase price of \$90,000, with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

Confirmation of Co-operation and Representation

Schedule A

Form 320

for use in the Province of Ontario

BUYER: ADEJOKE ABDUL AND FEMI ABDUL

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

For the transaction on the property known as: 90 Fraser St Port Colborne ON L3K 1E4

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- 1) ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
 - The price the Buyer should offer or the price the Seller should accept;
 - And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

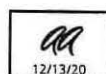
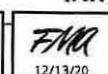
Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

- ☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

 
12/13/20 12/13/20
8:28 PM EST 8:23 PM EST
dattoop verified BUYER op verified

CO-OPERATING/BUYER BROKERAGE


SELLER


LISTING BROKERAGE

3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☐ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
- b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
- c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
..... to be paid from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE NRC REALTY
(Name of Co-operating/Buyer Brokerage)

368 King St. Port Colborne ON L3K4H4

Tel: (905) 834-9000 Fax: (905) 688-3178

Bill Becskereki *Dec 12/2020*
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)

BILL BECSKEREKI
(Print Name of Salesperson/Broker/Broker of Record)

ROYAL LEPAGE NRC REALTY
(Name of Listing Brokerage)

Tel: Fax:

(Authorized to bind the Listing Brokerage) (Date)

(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BB *FM*
12/13/20 12/13/20
8:28 PM EST 8:23 PM EST
BUYER'S INITIALS SELLER'S INITIALS

SL
SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

Adejoke Abdul *12/13/20 8:28 PM EST*
77F0-4ZWM-LELN-DV35
(Signature of Buyer) ADEJOKE ABDUL AND FEMT ABDUL (Date)

FEMT ABDUL *12/13/20 8:23 PM EST*
(Signature of Buyer) (Date)

DocuSigned by:
Scott Wey 1/15/2021
(Signature of Seller) (Date)

(Signature of Seller) (Date)

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 12 day of December 2020

BUYER: ADEJOKE ABDUL AND FEMI ABDUL, agrees to purchase from
(Full legal names of all Buyers)

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 90 Fraser St Port Colborne ON L3K 1E4

fronting on the NORTH side of Fraser St

in the _____

and having a frontage of 72.01 more or less by a depth of 132 more or less

and legally described as PTLT 10 N/S FRAZER ST PL 843 PORT COLBORNE ; PTLT 11 N/S FRAZER ST PL 843 PORT COLBORNE AS IN R073168

PURCHASE PRICE: SL OR FMA NINETY SL Eighty-Five Thousand Dollars (CDN\$) 90,000.00 85,000.00

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Three Thousand Dollars (CDN\$) 3,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. IRREVOCABILITY: This offer shall be irrevocable by SL OR FMA JANUARY December 20 20 after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 30 day of March 20 21. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

OR FMA
12/13/20 8:28 PM EST 12/13/20 8:23 PM EST

INITIALS OF SELLER(S):

SL

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.:
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)

Email Address:
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
NA

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
NA

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
NA

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

12/13/20 8:28 PM EST
12/13/20 8:23 PM EST

INITIALS OF SELLER(S):

DS
SL

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15 day of March, 2021, (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (DOWNTOWN COMMERCIAL) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

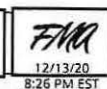
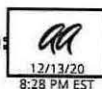
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

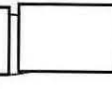

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):


12/13/20 12/13/20
8:28 PM EST 8:26 PM EST

INITIALS OF SELLER(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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12/13/20 12/13/20
8:26 PM EST 8:28 PM EST

INITIALS OF SELLER(S):

SL *DS*

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Adejoke Abdul dotloop verified 12/13/20 8:28 PM EST

(Buyer) **ADEJOKE ABDUL AND FEMI ABDUL** (Seal) (Date)

(Witness)

FEMI ABDUL dotloop verified 12/13/20 8:23 PM EST

(Buyer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

Scott Luey dotloop verified 12/13/20 8:23 PM EST

(Seller) **CORPORATION OF THE CITY OF PORT COLBORNE** (Seal) (Date) **1/15/2021**

(Witness)

(Seller) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this _____ day of _____, 20____.

(a.m./p.m.)

(Signature of Seller or Buyer)

DocuSigned by:

Scott Luey
F8D1711307FF4E8...

INFORMATION ON BROKERAGE(S)

Listing Brokerage **ROYAL LEPAGE NRC REALTY** (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

Co-op/Buyer Brokerage (Tel.No.)

(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

Scott Luey 1/15/2021
(Seller) **CORPORATION OF THE CITY OF PORT COLBORNE** (Date)

(Seller) (Date)

Address for Service (Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) **ADEJOKE ABDUL AND FEMI ABDUL** (Date)

(Buyer) (Date)

Address for Service (Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

Bruce Beaskerki
(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: ADEJOKE ABDUL AND FEMI ABDUL, and

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE

for the purchase and sale of 90 Fraser St Port Colborne

ON L3K 1E4 dated the 12 day of December 20 20

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This offer is conditional upon the Buyer completing due diligence at the Buyer's expense regarding the rezoning of the property from DC to R4 and approval of a residential dwelling approved for the property. Unless the Buyer, in the Buyer's sole and absolute discretion, gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule not later than 6:00 p.m. on the 15th day of JANUARY, 2021, that this condition is fulfilled this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. The Seller agrees to cooperate in providing access to the property for the purpose of any inspections. The Seller also consents to details of any work orders against the property being made available to the Buyer or the Buyer's agent. The Buyer or the Buyer's Agent shall not be liable for any work orders created as a result of any inspections carried out on the subject property.

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

AR FMR
12/13/20 12/13/20
8:28 PM EST 8:23 PM EST

INITIALS OF SELLER(S):

DS
SL

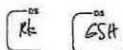
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RLP Niagara Interest Clause 2018**Deposit**

The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

In addition to any other provision in this Agreement or any Schedule thereto the parties agree that any deposit to be delivered by the Buyer to the Deposit Holder may be delivered by Electronic Funds Transfer (EFT) to an account designated by the Deposit Holder. Provided further the Buyer making the EFT shall, with respect the said EFT, provide such information to the Deposit Holder as required by the Deposit Holder to comply with the requirements of the Real Estate and Business Brokers Act, 2002, as amended from time to time or to comply with other relevant statutory requirements.



90 Fraser Street**1. Vendor's Right to Re-Conveyance of the Property**

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$90,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of 20 years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.
- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser,

the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the “**Unbuilt Lands**”) referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.

- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

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I. enter into a Site Plan Agreement with the City for the development of the Property [NTD: Details of what is to be constructed] within 1 year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the [NTD: Details of what is to be constructed] on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and/or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$90,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$90,000 in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. NON-ASSIGNMENT

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. SEVERABILITY

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. ARBITRATION

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. NOTICES

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

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with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) **City:**

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) **Purchaser:**

ADEJOKE ABDUL
FEMI ABDUL

Attention:
Facsimile:
Telephone:

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. **HEADINGS**

The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. **SUCCESSORS AND ASSIGNS**

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. **COUNTERPARTS AND ELECTRONIC DELIVERY**

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This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2021.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "**City**")

- and -

ADEJOTE AND FEMI ABDUL
(the "**Purchaser**")

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on _____, 2021, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as 90 Fraser Street in Port Colborne, being PIN _____ (the "**Property**"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Adejote and Femi Abdul;
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement;
and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE


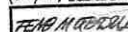
- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

IN WITNESS WHEREOF the Purchaser has executed this Agreement the ____ day of _____, 2021.

Per: _____

Name: _____

Title: _____

		<small>DocuSign verified</small> <small>12/13/20 8:28 PM EST</small>
<small>[Buyer]</small> ADEJOKE ABDUL AND FEMI ABDUL		
		<small>DocuSign verified</small> <small>12/13/20 8:23 PM EST</small>

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

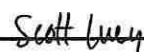
IN WITNESS WHEREOF the City has executed this Agreement the ____ day of _____, 2021.

**THE CORPORATION OF THE CITY OF
PORT COLBORNE**

Per: _____

Name: _____

Title: _____

DocuSigned by:

F6D1711397FF4E8...

Per: _____

Name: _____

Title: _____

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

By-law No. _____

Being a By-law to Authorize entering into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. respecting a vacant lot on the west side on Catherine Street near Princess Street

Whereas at its meeting of January 25, 2021, the Council of The Corporation of the City of Port Colborne (Council) approved the recommendations of Chief Administrative Officer Report No. 2021-30, Subject: Sale of Vacant Lot on Catherine Street; and

Whereas Council is desirous of entering into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for the sale of a vacant City owned lot on the west side of Catherine Street, for the purchase price of \$230,000;

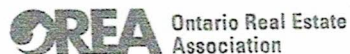
Now therefore the Council of the Corporation of the City of Port Colborne enacts as follows:

1. That The Corporation of the City of Port Colborne enter into an Agreement of Purchase and Sale with The Landscape Depot (Niagara Falls) Ltd. for the sale of a vacant lot on the west side of Catherine Street for the purchase price of \$230,000 with the Agreement attached hereto as Schedule "A".
2. That the Mayor and the Clerk be and each of them is hereby authorized and directed to sign said agreement, together with any documents necessary to complete the conditions of said agreement, and the Clerk is hereby authorized to affix the Corporate Seal thereto.
3. That the City Solicitor be and is hereby directed to prepare and register all such documents in the proper Land Registry Office as may be required to give full force and effect to this By-law.

Enacted and passed the 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk



Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN:

BUYER: GROWTH SOCIAL HOUSE INC

AND

SELLER: CITY OF PORT COLBORNE

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 11 day of December, 2020

concerning the property known as W/S Catharine St

Port Colborne ON L3K 4L2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:

DELETE:

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: CITY OF PORT COLBORNE

INSERT:

BUYER: THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD

SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 7:00 (a.m./p.m.) on the 22 day of December, 2020, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

12/19/2020

(Seal)

(Date)

(Witness)

(Buyer/Seller)

(Seal)

(Date)

12/21/2020

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Buyer/Seller)

(Seal)

(Date)

12/27/2020

(Witness)

(Buyer/Seller)

(Seal)

(Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 6:00 PM this 27 day of DECEMBER, 2020 (a.m./p.m.)

DocuSigned by:

(Signature of Seller or Buyer)

E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Broker to forward a copy to my lawyer.

(Seller) CITY OF PORT COLBORNE (Date) 12/27/2020

(Seller) E787E8EA1BC54C1... (Date)

Address for Service (Tel. No.)

Seller's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Broker to forward a copy to my lawyer.

(Buyer) GROWTH SOCIAL HOUSE INC. (Date) 12/28/2020

(Buyer) LANDSCAPE DEPOT (Date)

Address for Service (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address (Tel. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

Confirmation of Co-operation and Representation

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE

For the transaction on the property known as: W/S Catharine St Port Colborne ON L3K 4L2

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002 (REBBA).

1. LISTING BROKERAGE

- a) ☐ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:
- ☐ The Listing Brokerage is not representing or providing Customer Service to the Buyer. (If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
 - ☐ The Listing Brokerage is providing Customer Service to the Buyer.
- b) ☒ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:
- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller.
 - That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer.
 - The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice.
 - The price the Buyer should offer, or the price the Seller should accept.
 - And, the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.
- However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage (e.g. The Listing Brokerage represents more than one Buyer offering on this property):

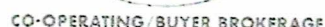
2. PROPERTY SOLD BY BUYER BROKERAGE - PROPERTY NOT LISTED

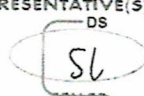
- ☐ The Brokerage (does/does not) represent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:
- ☐ by the Seller in accordance with a Seller Customer Service Agreement
- or ☐ by the Buyer directly


Additional comments and/or disclosures by Buyer Brokerage (e.g. The Buyer Brokerage represents more than one Buyer offering on this property):

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)


 BUYER


 CO-OPERATING/BUYER BROKERAGE


 SELLER


 LISTING BROKERAGE

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Agreement of Purchase and Sale

Form 100

For use in the Province of Ontario

This Agreement of Purchase and Sale dated this 11 day of December, 2020

BUYER: GROWTH SOCIAL HOUSE INC
(Full legal names of all Buyers) agree to purchase from

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE
(Full legal names of all Sellers) the following

REAL PROPERTY:

Address W/S Catharine St Port Colborne ON

fronting on the west side of Catharine St

in the CITY OF PORT COLBORNE

and having a frontage of 66.01 more or less by a depth of 165 more or less

and legally described as PT PK LT 6 W/S CATHERINE ST PL 987-989 PORT COLBORNE AS IN PC15333;

DESCRIPTION MAY NOT BE ACCEPTABLE IN FUTURE AS IN PC15333 : S/T R0129549 PORT COLBORNE (the "property")
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Dollars (CAD\$) 230,000
two hundred and thirty thousand Dollars

DEPOSIT: Buyer submits as otherwise described in this Agreement
(Hereby/Upon Acceptance/as otherwise described in this Agreement)
Five Thousand Dollars (CAD\$) 5,000.00

by negotiable cheque payable to ROYAL LEPAGE NRC REALTY Deposit Holder, to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, retained or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. **IRREVOCABILITY:** This offer shall be irrevocable by SELLER (Seller/Buyer) until 8:00 on the 12TH day of December, 2020, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 18 day of January

20 21 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No. _____
(For delivery of Documents to Seller)

FAX No. _____
(For delivery of Documents to Buyer)

Email Address: _____
(For delivery of Documents to Seller)

Email Address: billb@royallepge.ca
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
n/a

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
n/a

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable.
n/a

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 11 day of January, 2021 (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of (a) 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 (b) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property and that its present use R4 RESIDENTIAL may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no reservation or warranty of any kind that the future intended use of the property by Buyer 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 telecommunication services to the property or adjacent properties, and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller, and which Buyer 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 Seller, listing Brokerage and Cooperating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 the Electronic Registration Act, S.O. 1997, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-abstractable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on file within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else make the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer, if requested by Buyer. Seller 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.
- 17. RESIDENCY:** (a) Subject to (c) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada, (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rent, mortgage interest, realty taxes including local improvement rates and unretired public or private utility charges and unretired cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains 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.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

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

(Witness)

(Seal)

GROWTH SOCIAL HOUSE INC

(Seal)

(Date)

dec 13/2020

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the broker(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned or completion, as advised by the broker(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

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

DocuSigned by:

12/27/2020

(Witness)

(Seller)

Scott Luy

(Seal)

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was freely accepted by all parties at 7:30 PM this 28 day of DECEMBER 2020.

(Signature of Seller or Buyer)

A86C594E450D4ED...

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	ROYAL LEPAGE NRC REALTY
	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage	
	(Tel. No.)
	(Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

12/27/2020

(Seller)

THE NATIONAL TRUST COMPANY OF THE CANADIAN REAL ESTATE ASSOCIATION

Scott Luy

E787E8EA1BC54C1...

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

DocuSigned by:

12/28/2020

(Buyer)

G20A86C594E450D4EDHOUSE INC

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.)

(Fax No.)

COMMISSION TRUST AGREEMENT	
To: Cooperating Brokerage shown on the foregoing Agreement of Purchase and Sale	
In consideration for the Cooperating Brokerage producing the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.	
DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale	Acknowledged by:
(Authorized to bind the Listing Brokerage)	(Authorized to bind the Cooperating Brokerage)

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Form 100

by order of the Province of Ontario

Schedule A

Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: GROWTH SOCIAL HOUSE INC

SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE

for the purchase and sale of W/S Catharine St Port Colborne

ON 11 December 20

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

If the listing broker represents both the Seller and Buyer in this transaction in multiple representation, the assigned Sales Representative/Broker to the Buyer in this transaction is authorized to receive any and all Notices/Waivers on behalf of the Buyer and the assigned Sales Representative/Broker to the Seller is authorized to receive any and all Notices/Waivers on behalf of the Seller. Said notices will be delivered in accordance with the terms of this agreement and communicated to the assigned Sales Representative.

The Buyer shall deliver the deposit within 2 banking days of acceptance of this offer. Banking days do not include Saturday, Sunday or Statutory holidays. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall place the deposit in the Deposit Holder's interest bearing real estate trust account, which earns interest at Bank Prime minus 1.9%, and the Deposit Holder shall pay any interest it earns or receives on the deposit to Buyer(s), provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$100.00. The parties to this Agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$100.00.

This form must be initialed by all parties to the Agreement of Purchase and Sale

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Catherine Street – vacant lot

1. Vendor's Right to Re-Conveyance of the Property

- (a) The Vendor reserves a right to a re-conveyance of the Property upon the terms and conditions contained in the Agreement substantially in the form attached as Schedule "B".
- (b) Upon execution of the Agreement of Purchase & Sale by both parties, and the final determination of the purchase price in accordance with Section 2(b) above, the Vendor will provide the completed "Right to Re-Conveyance Agreement" in the form of Schedule "B" to this Agreement to the Purchaser, and the Purchaser shall forthwith execute the said Agreement as provided, and deliver same to the Vendor.
- (c) On or before the Closing Date of this transaction, the Purchaser shall deliver to the Vendor a good and valid duly executed Acknowledgement & Direction authorizing the Vendor to electronically sign and register on its behalf a Transfer of the Property for the Purchase Price of \$230,000 as outlined in paragraph 2(d) of the Right to Re-Conveyance Agreement, in favour of The Corporation of the City of Port Colborne, which the Vendor shall hold in escrow and not register unless and until such time as it exercises its right to re-conveyance of the Property. This clause shall survive and not merge on the closing of this transaction.
- (d) The Right to Re-Conveyance Agreement or Notice of same shall be registered on title to the Property on the Closing Date, in priority to any mortgage/charge or other encumbrance, and, at the expense of the Purchaser.
- (e) The Purchaser shall not transfer the Property to a third party unless and until it has completed the actions described in Sections 2(a)(I) and (II) of the Right to Re-Conveyance Agreement. This clause shall survive and not merge on closing of this transaction.

2. No Speculation

- (a) It is the express intention and agreement of the Purchaser and Vendor that there shall be no speculation with respect to all or any portion of the Property, and, that the Vendor shall have for a period of twenty years from the date of registration of the Transfer to the Purchaser, the option to re-purchase at the price per acre paid by the Purchaser herein, any part of the Property which has not been built upon by the Purchaser and which the Purchaser is desirous of selling, leasing or otherwise disposing of.

- (b) Prior to entering into any agreement respecting a sale, lease or other disposition of all or any portion of the Property which has not been built upon by the Purchaser, the Purchaser shall give notice thereof to the Vendor, and the Vendor shall have a period of thirty (30) days from actual receipt of such notice to notify the Purchaser of its intention to re-purchase that portion of the Property not built upon (the "**Unbuilt Lands**") referred to in the notice; failing such notification by the Vendor, the Purchaser shall be permitted to enter into such agreement within a period of six (6) months following receipt by the Vendor of the notice; and in the event such agreement is not completed, then the within option shall be deemed reinstated.
- (c) In the event that the Vendor exercises its option, there shall be constituted a binding agreement of purchase and sale between the parties to be completed thirty (30) days after such exercise. There shall be deducted from the re-purchase price any amount for taxes then due and owing against such lands, and upon payment of the re-purchase price, the Purchaser shall convey to the Vendor, free from all encumbrances whatsoever, all its right, title and interest in and to the said Unbuilt Lands.
- (d) In the event the Purchaser has substantially completed a building, the Plans for which have been approved by the Vendor, and such building has been built in accordance with such Plans, then the Purchaser may request a release respecting the provisions of this paragraph, and in the event that the Vendor determines, acting reasonably, that there remains no Unbuilt Lands on the Property, the Vendor shall execute an acknowledgment and release respecting the provisions of this paragraph.
- (e) The Purchaser acknowledges and agrees that the Vendor's right to a repurchase of the Property as contained herein shall be preserved by way of a Notice registered on the title to the entire Real Property on closing, or by such other instruments as may be determined by the Vendor prior to closing, and registered immediately after the Transfer on closing. The Purchaser further agrees to execute such documents as may be required by the Land Registry Office either before or after closing, to effect the registration of the said Notice or instruments.
- (f) Sections XX(a) to (e) inclusive herein, shall not merge on the closing of this transaction, but shall remain in full force and effect thereafter.
- (g) Unbuilt Lands shall not include lands without any structures that are ancillary to the use of a structure on the Property.

SCHEDULE "B"
RIGHT TO RE-CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2020.

BETWEEN:

**THE CORPORATION OF THE CITY OF PORT
COLBORNE**
(the "City")

- and -

(the "Purchaser") *THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD*

RECITAL:

- A. By-law No. _____ passed by the Council for The Corporation of the City of Port Colborne on DECEMBER 14, 2020, authorized the acceptance of an Agreement of Purchase and Sale from the Purchaser for the lands described as the vacant lot on Catherine Street [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the "Property"), and, subject to the City reserving the right to a re-conveyance of the Property.
- B. The Purchaser has agreed to enter into an Agreement with the City to secure the City's right to a re-conveyance of the Property.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. DEFINITIONS

The terms defined herein shall have, for all purposes of this Agreement, the following meanings, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Purchaser**" means Growth Social House Inc.
- (b) "**Property**" means the lands and premises described in Recital A of this Agreement; and
- (c) "**City**" means The Corporation of the City of Port Colborne.

2. RIGHT TO RE-CONVEYANCE

- (a) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser fails to:

I. enter into a Site Plan Agreement with the City for the development of the Property **[NTD: Details of what is to be constructed]** within one (1) year of registration of the Transfer of the Property from the City to the Purchaser, and, which Site Plan Agreement shall be registered on the title to the Property at the Purchaser's expense;

OR

II. construct and occupy the **[NTD: Details of what is to be constructed]** on the Property within two (2) years of registration of the Transfer of the Property from the City to the Purchaser.

Notwithstanding the foregoing, the conditions in Subsection (I) may be altered, and or, the time limits set out in Subsections (I) and (II) may be extended to a mutually agreed upon date in the event that it cannot be completed due to circumstances beyond the control of the Purchaser, all of which is at the reasonable discretion of the City.

- (b) The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of the entire Property in the event the Purchaser becomes insolvent or makes an assignment for the benefit of creditors, prior to the completion of the actions described in Sections 2(a)(I) and (II), at the reasonable discretion of the City.
- (c) The right to re-conveyance is exercisable by notice in writing from the City to the Purchaser.
- (d) In the event the City exercises its right to a re-conveyance of the Property as provided for in Sections 2(a) and (b), it shall do so for the sum of \$230,000, subject to adjustments for the amount of any taxes then due and owing against the Property and the amount of Land Transfer Tax payable by the City for registration of the Transfer of the Property. Despite any improvements or investments made by the Purchaser, the Purchaser shall be deemed to have forfeited any investment so made and shall not be entitled to any compensation for same whatsoever, including monies expended for installing services. Further, there shall be no adjustment in respect of monies drawn upon by the City in respect of securities provided by the Purchaser. Notwithstanding the foregoing, the Purchaser shall retain ownership of all studies, reports, drawings, plans and documents of any nature or kind, which have been commissioned, supplied or paid for solely by the Purchaser.
- (e) The City acknowledges having received in escrow a good and valid duly executed Acknowledgement and Direction authorizing the City and its solicitor to electronically sign and register on its behalf a Transfer of the Property for the consideration of \$230,000, in favour of the Corporation of the Port Colborne, which the City undertakes to hold in escrow and not register unless and until such time as it exercises its right to a re-conveyance of the Property, and in accordance with Section 2(f) below.

- (f) Within twenty-one (21) days of the City exercising its right to a re-conveyance as aforesaid, the Purchaser shall vacate the Property, and deliver to the City all keys to the Property, if any. Following the expiration of the twenty-one (21) day period, the City shall be at liberty to register the Transfer in favour of The Corporation of the City of Port Colborne. If the Purchaser does not vacate the Property in the time provided, the City shall take all steps necessary to take possession of the Property.
- (g) In addition to Section 2(f) above, the Purchaser undertakes to obtain and register good and valid Discharges and/or Releases of all Liens, Charges and any other encumbrances, which the Purchaser has caused to be registered against the title to the Property, forthwith following the City's notice of exercising its option. Notwithstanding the foregoing, the Purchaser shall at all times indemnify and save harmless the City against all actions, suits, claims and demands whatsoever, which may be brought against or made upon the City and from and against all losses, costs, damages, charges and expenses whatsoever which may be incurred, sustained or paid by the City for or by reason of or on account of such Liens, Charges or other encumbrances.

3. **NON-ASSIGNMENT**

This agreement may not be assigned by the Purchaser without the express written consent of the City, which consent may be arbitrarily withheld.

4. **SEVERABILITY**

If any provision contained herein shall be found by a Court of competent jurisdiction to be illegal or unenforceable, then such provision shall be considered separate and severable from the rest of this Agreement, and the remainder of this Agreement shall continue to be in full force and effect and shall continue to be binding upon the parties as though the illegal or unenforceable provision had never been included.

5. **ARBITRATION**

The validity, construction and performance of this Agreement shall be governed by the laws of the Province of Ontario and any dispute that may arise under or in relation to this Agreement, including its validity, construction or performance, shall be determined by arbitration upon application to a single Judge in the Superior Court of Justice in accordance with and pursuant to the provisions of the *Arbitration Act 1991, S.O. 1991 c. 17* and the arbitrator's decision shall be final and binding upon the parties and upon their respective successors and assigns and shall not be subject to appeal.

6. **NOTICES**

Any notice, demand, approval, consent, information, agreement, offer, request or other communication (hereinafter referred to as a "Notice") to be given under or in connection

with this Agreement shall be in writing and shall be given by personal delivery, facsimile transmission or email to the address set out below or to such other address or electronic number as may from time to time be the subject of a Notice:

(a) City:

The Corporation of the City of Port Colborne
66 Charlotte Street
Port Colborne, ON L3K 3C8
Attention:
Facsimile:
Telephone:

(b) Purchaser:

THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD.
4332 MONTELEONE ROAD
NIAGARA FALLS, ON
Attention: STEPHEN DEJANTIS
Facsimile: 905-356-5800, STEPHENJ@PROCONSTRUCTION.CA
Telephone: 905-356-3269

Any Notice, if personally delivered, shall be deemed to have been validly and effectively given and received on the date of such delivery and if sent by facsimile transmission or email with confirmation of transmission prior to 5:00 p.m., shall be deemed to have been validly and effectively given and received on the business day it was sent unless the confirmation of transmission was after 5:00 p.m. in which case it shall be deemed to have been received on the next following business day.

7. HEADINGS


The headings used herein shall be for convenience of reference only, and shall not affect the interpretation of this Agreement.

8. SUCCESSORS AND ASSIGNS

All of the covenants and terms in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and their permitted assigns pursuant to the terms and conditions of this Agreement.

9. COUNTERPARTS AND ELECTRONIC DELIVERY

IN WITNESS WHEREOF the Purchaser has executed this Agreement the 22 day of
DECEMBER, 2020.


Per: THE LANDSCAPE DEPOT (NIMONCA FAUS)
Name: STEPHEN DE SANTIS L70
Title: PRESIDENT

Per: _____
Name: _____
Title: _____

I We have authority to bind the Corporation. ✓

IN WITNESS WHEREOF the City has executed this Agreement the 27 day of
DECEMBER, 2020

THE CORPORATION OF THE CITY OF
PORT COLBORNE

DocuSigned by:
Per: Scott Luey
Name: E787E8EA1BC54C1...
Title: _____

Per: _____
Name: _____
Title: _____

I We have authority to bind the Corporation.

This Agreement may be executed and delivered by facsimile or electronic transmission and the parties may rely upon all such facsimile or electronic signatures as though such facsimile or electronic signatures were original signatures. This Right to Re-Conveyance Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement binding on the parties.

[Signature page follows.]

Amendment to Agreement of Purchase and Sale

Schedule A

Form 120

for use in the Province of Ontario

BETWEEN:
BUYER: THE LANDSCAPE DEPOT (NIAGARA FALLS) LTD

AND
SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 11 day of December, 2020,

concerning the property known as W/S (292) Catharine St Port Colborne

Ontario L3K 4L2 as more particularly described in the aforementioned Agreement.

The Buyer and Seller herein agree to the following amendment(s) to the aforementioned Agreement:
DELETE:

LAWYERS REQUISITION DATE: JANUARY 11, 2021

CLOSING DATE: JANUARY 18, 2021

INSERT:

LAWYERS REQUISITION DATE: JANUARY 18, 2021

CLOSING DATE: JANUARY 25, 2021

INITIALS OF BUYER(S):
INITIALS OF SELLER(S):


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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Buyer until 11:00 (a.m./p.m.) on the 8th day of January, 2021, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor. 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 Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 1/6/2021

(Witness) (Buyer/Seller) A86C594E450D4ED... (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal: 1/8/2021

(Witness) (Buyer/Seller) Scott Luey E787E8EA1BC54C1... (Seal) (Date)

(Witness) (Buyer/Seller) (Seal) (Date)

The undersigned spouse of the Seller hereby consents to the amendment(s) hereinbefore set out.

(Witness) (Spouse) (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed 1/8/2021 and written was finally accepted by all parties at this day of, 20..... (a.m./p.m.)

DocuSigned by: Scott Luey
(Signature of Seller or Buyer) E787E8EA1BC54C1...

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and to forward a copy to my lawyer.

1/8/2021

(Seller) THE CITY OF PORT COLBORNE (Date)

(Seller) THE CITY OF PORT COLBORNE (Date)

Address for Service (Tel. No.)

Seller's Lawyer (Tel. No.)

Address (Fax. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and to forward a copy to my lawyer.

1/6/2021

(Buyer) THE LANDSCAPE DEPOT NIAGARA FALLS LTD (Date)

(Buyer) LANDSCAPE DEPOT (Date)

Address for Service 4382 MONTROSE RD

NIAGARA FALLS (Tel. No.)

Buyer's Lawyer (Tel. No.)

Address (Fax. No.)

Email (Tel. No.)

(Tel. No.) (Fax. No.)

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to appoint Building Inspectors

Whereas Section 3(2) of *The Building Code Act, 1992, S.O. 1992, c.23* (the Act) provides that the council of each municipality shall appoint a Chief Building Official and such inspectors as are necessary for the enforcement of the Act in the areas in which the municipality has jurisdiction; and

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. That Michael Zimmer be and is hereby appointed as a Building Inspector for the City of Port Colborne;
2. That Andrew McMurtrie be and is hereby appointed as a Building Inspector for the City of Port Colborne;
3. That Mike McKean be and is hereby appointed as a Building Inspector for the City of Port Colborne;
4. That Tony Aiello be and is hereby appointed as a Building Inspector for the City of Port Colborne;
5. That this by-law shall be repealed on the date that any appointee ceases to be an employee of the City of Port Colborne; and
6. This by-law shall come into force and take effect on the date of passing.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk

The Corporation of the City of Port Colborne

By-Law No. _____

Being a by-law to adopt, ratify and confirm
the proceedings of the Council of The
Corporation of the City of Port Colborne at
its Regular Meeting of January 25, 2021

Whereas Section 5(1) of the *Municipal Act, 2001*, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act, 2001*, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas it is deemed expedient that the proceedings of the Council of The Corporation of the City of Port Colborne be confirmed and adopted by by-law;

Now therefore the Council of The Corporation of the City of Port Colborne enacts as follows:

1. Every action of the Council of The Corporation of the City of Port Colborne taken at its Regular Meeting of January 25, 2021 upon which a vote was taken and passed whether a resolution, recommendations, adoption by reference, or other means, is hereby enacted as a by-law of the City to take effect upon the passing hereof; and further
2. That the Mayor and Clerk are authorized to execute any documents required on behalf of the City and affix the corporate seal of the City and the Mayor and Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.

Enacted and passed this 25th day of January, 2021.

William C. Steele
Mayor

Amber LaPointe
City Clerk