

Date:

City of Port Colborne Council Meeting Agenda

Monday, January 25, 2021

Time:		6:30 pm	
Location:		Council Chambers, 3rd Floor, City Hall	
		66 Charlotte Street, Port Colborne	Danas
			Pages
1.	Call t	o Order	
2.	National Anthem		
3.	Adoption of Agenda		
4.	Disclosures of Interest		
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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, CouncillorR. Bodner, CouncillorG. Bruno, CouncillorF. Danch, CouncillorA. 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/TreasurerC. 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.

Carried

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.

Report 2021-24 Appendix A



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

F	or	m	320		
in-	use	in th	e Province	of	Ontario

BUYER:	ALVIN RAMPERSAUD
core	PORATION OF THE CITY OF PORT COLBORNE
SELLER: CORP	111 mm 11f
For the transaction	on on the property known as: 130 RODNEY Street Port Colborne ON L3K 1A5
DEFINITIONS A "Seller" includes a prospective, bu	AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: s a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or survey, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.
The following info	iformation is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating brokerage is involved on, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.
DECLARATION	N OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as Real Estate and Business Brokers Act, 2002, (REBBA).
1. LISTING E	RDOKERAGE
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)
	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 an equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to be 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 to 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 better and buyer to assist them to come to their own assistance.
Additional cor	omments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)
2. PROPE	ERTY 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 property is not listed with any real estate brokerage. The Brokerage will be property is not listed with any real estate brokerage. The Brokerage will be property is not listed with any real estate brokerage.
	by the Seller in accordance with a Seller Customer Service Agreement
	or: by the Buyer directly
Additional co	comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)



CO-OPERATING/BUYER BROKERAGE



LISTING BROKERAGE

3.	Agree Buyer the S either be in or ar recei	sement. Where a bro is Brokerage as age Seller and the Bu er the Buyer or the writing. In addition may notice to be given ived when delivered	ent for the purpose of giving and receiving no uyer (multiple representation), the Br he Seller for the purpose of giving and in to any provision contained herein and in ar	tices pursuant to this Agreem to the action of the action	of giving and receiving notices pursuant to this with the Buyer, the Buyer hereby appoints the tent. Where a Brokerage represents both ppointed or authorized to be agent for notice relating hereto or provided for herein shall r, any counter-offer, notice of acceptance thereof them, "Document") shall be deemed given and a Acknowledgement below, or where a facsimile per or email address, respectively, in which case,
	FAX	No.:	(For delivery of Documents to Seller)		(For delivery of Documents to Buyer)
	Emo	ail Address:	(For delivery of Documents to Seller)	Email Address:	(For delivery of Documents to Buyer)
2		IATTELS INCLUDED INE	D:		
	U fr	nless otherwise state om all liens, encumb	ed in this Agreement or any Schedule hereto, S orances or claims affecting the said fixtures an	Seller agrees to convey all fix nd chattels.	tures and chattels included in the Purchase Price free
	100,000	EXTURES EXCLUDITIONE	DED:		
	6.	RENTAL ITEMS (In to assume the rental NONE	ncluding Lease, Lease to Own): The follo I contract(s), if assumable:	owing equipment is rented an	d not included in the Purchase Price. The Buyer agrees
		The Buyer agrees to	o co-operate and execute such documentation	n as may be required to facili	tate such assumption.
	7.	HST: If the sale	of the property (Real Property as describ	ed above) is subject to H	ormonized Sales Tax (HST), then such tax shall be
		(included i	in/in addition to)		not subject to HST, Seller agrees to certify on or before
		closing, that the sa	ale of the property is not subject to HST. Any h	HST on chattels, if applicable	, is not included in the Purchase Price.
			INITIALS OF BUYER(S):	10	INITIALS OF SELLER(5):

ar

INITIALS OF BUYER(S): (

Docus	Sign Envelope ID: 2037B651-E04C-4984-8CFF-52FFA8DA0E7B TH DS January January January (Requisition Date) TITLE SEARCH: Buyer shall be allowed until 6.00 p.m. on the add on which the carrier of: (i) thirty days from the later of the Requisition Date or the date on which
	to examine the title to the property at boyer 3 off and there are no obtained by the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no obtained by
	work orders or deficiency notices affecting the property, and that its present use (

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.

deliver such further authorizations in this regard as Buyer may reasonably require

- 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 martgagee 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):

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 an 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 Seller is a non-resident under the non-residency provisions of the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under 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 SELLER(5):

ED, SEALED AND DELIVERED in the presence of:		epoclaighed by:	jng gng sear.	1/11/2021
		Unin Rampersand	(Seal)	(Date)
ess)	(Buyer) ALVIN	PAMPERSAUD -1266A787BA2D4A4		
ess)	(Buyer)		(Seal)	(Date)
· · · · · ·	ereby irrevocably instru	uct my lawyer to pay directly to	the brokerag	e(s) with whom I have agree
undersigned Seller, agree to the above offer. I he ay commission, the unpaid balance of the commi licable), from the proceeds of the sale prior to any	payment to the undersi	gned on completion, as advise	d by the broke	erage(s) to my lawyer.
NED, SEALED AND DELIVERED in the presence of:		whereof I have hereunto set my locusigned by:	hand and seal	1/15/2021
ness)	(Seller) corporat		(Seal)	(Date)
rigos)		E787E8EA1BC54C1	(Seal)	(Date)
ness)	(Seller)			
OUSAL CONSENT: The undersigned spouse of the value of the	ne Seller hereby consent all necessary or incider	its to the disposition evidenced ntal documents to give full force	herein pursual and effect to	the sale evidenced herein.
Search .	(Spouse)		(Seal)	(Date)
itness) DNFIRMATION OF ACCEPTANCE: Notwithstand	dina anythina containe	d herein to the contrary, I confi	rm this Agreer	nent with all changes both typ
d written was finally accepted by all parties at	(a.m./p.m.)	Docus	Signed by:	,
		Scott	· luu	
		(Signature of Seller of Buy E787E	8EA1BC54C1	
	INFORMATION C	THE RECKERACE (3)		
Listing Brokerage ROYAL BILL BECSKEREKI	LEPAGE NRC REA		(Tel.No.)	905-834-9000
Listing brokerage	LEPAGE NRC REF	ALTY		905-834-9000
BILL BECSKEREKI	LEPAGE NRC REF	ALTY	(Tel.No.)	905-834-9000
BILL BECSKEREKI Co-op/Buyer Brokerage	(Salesperson/Broker/ (Salesperson/Broker/	/Broker of Record Name) /Broker of Record Name) VLEDGEMENT	(Tel.No.)	of this accepted Agreement
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Schedule A Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

his Schedule is attached to and for	rms part of the Agreement of Purchase and Sale between:	
BUYER: ALV		, and
SELLER: CORPORATION OF	F THE CITY OF PORT COLBORNE	
for the purchase and sale of	130 RODNEY Street	Port Colborne
ON L3	IK 1A5 dated the	January 20.21

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):



INITIALS OF SELLER(S):



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 AGRE	EEMENT 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:	
Colb Agre Rodi	passed by the Council for The Corporation of the City of Port orne on
	Purchaser has agreed to enter into an Agreement with the City to secure the City's to a re-conveyance of the Property.
Agreement	REFORE , in consideration of the mutual covenants and agreements set forth in this and for other good and valuable consideration (the receipt and sufficiency of which is lowledged), the parties agree as follows:
1. <u>DEF</u>	INITIONS
The mear	terms defined herein shall have, for all purposes of this Agreement, the following sings, 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. RIG	HT TO RE-CONVEYANCE

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 alt 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

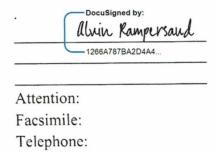
Port Colborne, ON L3K 3C8

Attention:

Facsimile:

Telephone:

(b) Purchaser:



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 Pu	urchaser has executed this Agreement the day of
	Per: Name: Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.
, 2021.	THE CORPORATION OF THE CITY OF PORT COLBORNE
	Per: Suff Luy Name: E787E8EA1BC54C1 Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.

Report 2021-27 Appendix A

_	Co-operating Brokerage completes Section 3 and Listing Bro	iterage completes Section 1.
3.		
	CO-OPERATING BROKERAGE- REPRESENTATION: a) The Co-operating Brokerage represents the interests of the	Buyer in this transaction
	The Community Browning is proving C. Stomer Service	e to the Buyer in this transaction.
	b) The Co-operating Brokerage is providing Customer Service The Co-operating Brokerage is not representing the Buyer of	nd has not entered into an agreement to provide customer service(s) to the Buyer.
	CO-OPERATING BROKERAGE- COMMISSION:	
	The Listing Brokerage will goy the Co-operating Brokerage	e the commission as indicated in the MLSE information for the property
	a) The Listing Brokerage will pay the Co-operating Brokerag	
	Committee As increased in V.S. of a man	
	b) The Co-operating Brokerage will be paid as follows:	
Δ	dditional comments and for disclosures by Co-operating Brokerage leg	The Co-operating Brokerage represents more than one Buyer offering on this
	operly.	
(Commission will be payable as described above, plus accidable taxes	
10	COMMISSION TRUST AGREEMENT Home above Co-agerding Broken	age is receiving advision of commission for the Usting Brakeraige, then the
	pareemant between Usting Brokerage and Co-aperakna Brokerage furth	er includes at Commission Trust Apresement the consideration for which is the
	Co-operating Brokerage producing an after for a trade of the placery, as anywritian by the MUS inclusions regulations per all har to commission in	ceptrable to the Saller. This Commits on Trus Agreement stral the serajed to and uses of the Commits on Trus Agreement stral the serajed to and uses of the Commits and the Commits of the
	rules and read at ansiso provide. Otherwise the arcitis als of the CRE4	recommended MLS inclesional regulations and ladary to this Commission Trust
	Agreement, not the purpose of this Commission invist Agreement, the Con- Brokerode hereby dedictes that all montes received in connection with t	rmission Trust Amount sitallice the amount noted in Section 3 above. The Listing the trade shall constitute a Commission Trust and shall be held, in trust for the
	Coloberating Brokerage under the terms of the applicable M.S. Irules and	a regularions
	SIGNED BY THE BROKER/SALESPERSON REPRESE	ENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)
	ROYAL LEPAGE NRC REALTY	ROYAL LEPAGE NRC REALTY
	Name of Co-paerding/Buver Brakerage	Water at 18 Ld places and a second a second and a second
	368 King St. PORT COLBORNE ON L3K4H	4 368 King St. FORT COLBORNE ON L3K 4E4
	(005) 001 0000	
	Tel. (905) 834-9000 - (905) 688-3178	905-834-9000 = 905-688-3178
	Authorized to pind the Co-pherating/Buyer Brakerage! Date:	Bullecokereki jun 10/ 902/
		A unar zea re e na ma usting arakaraga
	BILL BECSKEREKI	BILL BECSKEREKI Branchioma of Spissonskin Broker Broker of Feboro
		57 1000 000000 000000
	COMSENT FOR MULTIPLE REPRESENTATION (To be completed	only if the Brokerage represents mare than one client for the transaction)
		only with brokerage represents made than one them for the humanity
	The Buyer/Seller consent with their initials to their Brokerage recresenting more than one client for this transaction.	(1 SL)
		SUYER'S INITIALS SELLER'S INITIALS
	A dick	OVER DOCUMENT
	A CKIN I have received, read, and understand the above information.	OWLEDGEMENT
ï	DocuSigned by:	DocuSigned by: 1/17/2021
	Mun Rampersaud 1/11/2021	Scott Lucy
	The state of the s	E787E8EA1BC54C1
	Signofunció Buyer Date	Signature of Sellar Data
	The modernance ReALTOK 1 REALTOKS 1 W.S. Multiple page of Samples and page pages the Cangalan Real Strain Assessment Check and load Michigan program and strain and con-	Dita stem one tierrigi (1920 - 10 date) And the string of the Control of the Cont
	TOTAL CLOSED STATE COLUMN AND CONTRACT COMMENT COMMENT.	NAME OF THE OWNER OWNER OF THE OWNER OWNE



Agreement of Purchase and Sale

For you in the Province of Ontano	and the second
This Agreement of Purchase and Sale dated in s = 11 = pay 5" January	
BUYER: ALVIN RAMPERSAUD	rom
SELLER: CORPORATION OF THE CITY OF PORT COLBORNE	wing.
REAL PROPERTY:	
130 RODNEY Street Port Colborne ON L3K	1A5
roning on the North RODNEY Street	11-4-1
CITY OF PORT COLBORNE	
and new net a framede of the second of the s	or less
and legally described as PTL 54 PL 857 VILLAGE OF PORT COLBORNE AS IN RO312505	
the will the least the second of the set of the second representation of the second of the second of the second representation of the second of the second representation of the second repres	oerv }
PURCHASE PRICE: Dollars [CDNS] 45,000	0.00
Forty-Five Thousand	Dellars
DEPOSIT: Buyer submits upon acceptance Tarew 17 Junior Acceptance of otherwise described in this Agreement	
Five Thousand Dolor CDNS on 5,000	0.00
by negotiable cheave cavable to	s of this
Buyer agrees to pay the balance as more particularly set out in Schedule A attached.	S OS
SCHEDULE(S) A	ement.
1. IRREVOCABILITY: To s offer shall be irrevocable by Buyer 5:00 on the	x2 19T
shall be returned to the Buyer in full without interest.	aepasii
2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 c.m. on the day of	
20 .21, Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement	ent.
INITIALS OF BUYER(S): UNITIALS OF SELLER(S):	ol
Page 52 of 319	ge 1 of ó

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.



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER:		Glyn Holmes & Robert Kasowski		in trust for a comp	any/corporation to be formed
	TUE (in tradition a compa	any/corporation to be formed
SELLER:	ITE	CORPORATION OF THE CITY OF PORT (COLBORNE		
For the tro	insactio	on on the property known as: 133 DURF	IAM Street	Po	ort Colborne ON L3K 1E1
a prospection Commissi	ctive, b on sha ving inf	AND INTERPRETATIONS: For the purposes is a vendor, a landlord, lessor, or a prospective buyer, purchaser, tenant or lessee and "sale" in all be deemed to include other remuneration. Formation is confirmed by the undersigned sales in, the brokerages agree to co-operate, in considerations.	e, seller, vendor, landlor cludes a lease, and "Ag person/broker represen	d or lessor and "Buyer" inc greement of Purchase and S	cludes a purchaser, a tenant, lessee or Sale" includes an Agreement to Lease.
DECLAR	ATION	OF INSURANCE: The undersigned salesper Real Estate and Business Brokers Act, 2002, (RE	son/broker representati		
		BROKERAGE	oorq.		
a)	×	The Listing Brokerage represents the interests of	f the Seller in this transa	ction. It is further understoo	d and gareed that:
		The Listing Brokerage is not represer (If the Buyer is working with a Co-op	nting or providing Custor	ner Service to the Buyer	
		2) The Listing Brokerage is providing C	ustomer Service to the B	uyer.	co-operating brokerage
b)		MULTIPLE REPRESENTATION: The Listing B represents the interests of the Seller and the B equally protect the interests of the Seller and the Seller and the Buyer, including a requirem However, the Listing Brokerage shall not disclo	rokerage has entered in uyer, with their consent, the Buyer in this transa ent to disclose all facture	to a Buyer Representation A for this transaction. The List ction. The Listing Brokerage	sting Brokerage must be impartial and
		 That the Seller may or will accept less tha That the Buyer may or will pay more than The motivation of or personal information information applies, or unless failure to di The price the Buyer should offer or the pri And; the Listing Brokerage shall not discleted the superior of the price of the prior of the prior of the prior of the property will concerning potential uses for the property will 	the offered price, unless about the Seller or Buye sclose would constitute f ce the Seller should acce ase to the Buyer the terms offermation about compa	s otherwise instructed in wri er, unless otherwise instruct raudulent, unlawful or unetl ept; s of any other offer. rable properties and inform	ting by the Buyer; ed in writing by the party to which the nical practice; ation known to the Listing Brokerage
Additiona	l comm	nents and/or disclosures by Listing Brokerage: (e.g. The Listing Brokeraç	ge represents more than one	Buyer offering on this property.)
2. PRO		(4003) 4003 1101)	Buyer and the property is	not listed with any real estate Seller Customer Service Agr	e brokerage. The Brokerage will be paid
		or: by the Buye		eller Customer Service Agr	eement
Additiona	comm	nents and/or disclosures by Buyer Brokerage: (e	,	e represents more than one	Buyer offering on this property)
			, ,		zer, energing en mie property.
		INITIALS OF BUYER(S)/SELLER(S)	/BROKERAGE REPRE	SENTATIVE(S) (Where of	pplicable)
	R	BUYER CO-OPERATING/BUYER	BROKERAGE	SELLER	LISTING BROKERAGE

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3.	Co-c	perat	ing Brokerage completes Section 3 and Listing B	rokerage completes Section 1.	
			ATING BROKERAGE- REPRESENTATION:		
	a)	X	The Co-operating Brokerage represents the interests of the	ne Buyer in this transaction	
	b)		The Co-operating Brokerage is providing Customer Serv		
	c)		The Co-operating Brokerage is not representing the Buyer of		a contamo a consider LN college
	CO-	OPERA	ATING BROKERAGE- COMMISSION:	and has not emered into an agreement to provide	customer service(s) to the Buyer
	a)	X			
	,		The Listing Brokerage will pay the Co-operating Brokera		
			2% + HST (Commission As Indicated In MLS® Information)	to be paid from the amount paid by the	e Seller to the Listing Brokerage
	b)		The Co-operating Brokerage will be paid as follows:		
Addi prop	tional erty.)	comm	ents and/or disclosures by Co-operating Brokerage: (e.g.,	The Co-operating Brokerage represents more	than one Buyer offering on this
Com	missic	on will b	pe payable as described above, plus applicable taxes.		
Co-o gove rules Agre Broke	perati rned l and r ement erage	ng Brol by the regulati t. For th hereby ng Brol	RUST AGREEMENT: If the above Co-operating Brokerage on Listing Brokerage and Co-operating Brokerage further kerage procuring an offer for a trade of the property, according rules and regulations pertaining to commission trust ons so provide. Otherwise, the provisions of the OREA repurpose of this Commission Trust Agreement, the Commit declares that all monies received in connection with the sterage under the terms of the applicable MLS® rules and research.	eptable to the Seller. This Commission Trust Agreement, the eptable to the Seller. This Commission Trust Agree so the Listing Brokerage's local real estate by ecommended MLS® rules and regulations shall ission Trust Amount shall be the amount noted trade shall constitute a Commission Trust and egulations.	consideration for which is the reement shall be subject to and board, if the local board's MLS® apply to this Commission Trust in Section 3 above. The Listing I shall be held, in trust, for the
		SI	GNED BY THE BROKER/SALESPERSON REPRESENT	TATIVE(S) OF THE BROKERAGE(S) (When	e applicable)
(Nam	e of Co	o-operat	RE/MAX Escarpment Realty Inc.	ROYAL LEPAGE NRC (Name of Listing Brokerage)	REALTY
860	Quee	nston F	Road SUITE A Stoney Creek ON L8G4A8	368 King St. PORT CO	LBORNE ON L3K 4H4
Tel:	(905) 5	45-1188 Fax: (905) 664-2300	Tel: 905-834-9000 Fax:	905-688-3178
CO	cuSigned	by:	Jan-13-2021 5:59 PM EST he Co-operating/Buyer Brokerage) (Date)	Bres Becskardie (Authorized to bind the Listing Brokerage)	Jan 13/2021
Rob (Print I	ert Ka Name	asows of Sales	ki Derson/Broker/Broker of Record)	BILL BECSKEREKI [Print Name of Salesperson/Broker/Broker of Record) (Joseph 7
cc	NSE	NT FO	R MULTIPLE REPRESENTATION (To be completed only	if the Brokerage represents more than one clie	nt for the transaction)
The	e Buye	er/Selle	er consent with their initials to their Brokerage ore than one client for this transaction.		
•			and the control in the state of	BUYER'S INITIALS	SELLER'S INITIALS
			ACKNOW	EDGEMENT	
have	recei	ived, re	ad, and understand the above information.		
_ Do	cuSigned b	oy:	Jan-13-2021 6:20 PM EST	DocuSigned by:	1/15/2021
_ Doc	uSigned by	y:		(Signature of Seller) F6D1711397FF4E8	(Date)
Signer	n Stu tuesset	oBobyer)	Jan-13-2021 3:04 PM PST Trust for a company/corporation to be formed (Date)	(Signature of Seller)	(Date)

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Registrant's Disclosure of Interest **Acquisition of Property**

Form 160

	_	u				
or	US	e	in	the	Province of Ontario	

This statement is made in accordance with Regulations of the Province of Ontario.	th the requirements of the Real Estate and B	usiness Brokers Act and Code of Ethic
I	Robert Kasowski (Name of Registrant)	declare that I am a registered
Real Estate	representing RE/MAX E	SCARPMENT REALY INC. Brokerage
in connection with a proposed Offer to Purchase/Le	ease/Exchange/Option of the Property known as1	33 DURHAM Street
Please be advised that, if the proposed Offer is acc	ON cepted, I will be either directly or indirectly acquiring a	L3K 1E1
NOTE: If the Registrant's interest is	s indirect, explain the nature of the interest in ac in the Code of Ethics Regulations of the Real Estate and	coordance with the definition of a
-		
I hereby declare that the following is a full disclosur None	re of all facts within my knowledge that affect or will af	fect the value of your Property:
AND I hereby declare that the following is a full disclosure disposition of any interest in your Property to any of NiI	re of the particulars of any agreement by, or on behalf of ther person:	(Attach Appendix "A" if necessary) of myself for the sale, exchange, option or other
	rtion of any commission payable in connection with this uyer, "Buyer" includes purchaser, tenant and lessee, and	
Pales LA Lacassed is		Jan-13-2021 5:59 PM EST
DocuSigned by:	ager of Brokerage)	Jan-13-2021 6:30 PM EST (Date)
I/We, the undersigned, as Seller(s) in this transaction of same, PRIOR TO BEING PRESENTED WITH AN C	ACKNOWLEDGEMENT on have read and clearly understand this statement and OFFER TO PURCHASE, LEASE DEXISIDATION, OR OPTIC	acknowledge this date having received a copy DN.
(Witness)	(Seller) THE CORRORATION FOR CITY OF F	1/15/2021
(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	, 20.20
BU	YER: Glyn Holmes & Robert Kaso	wski Full legal names of all Buyers)	in trust for a company/corporatio	n to be formed , agrees to purchase from
SEL	LER: THE CORPORATION OF THE CITY OF	Full legal names of all Sellers)		, the following
REA	AL PROPERTY:			
Add	ress 133 DURHAM Street			
fron	ting on the Sou	th	side of	DURHAM Street
in th	ne	City of Po	ort Colborne	
and	having a frontage of) more	e 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 COL	BORNE AS IN BB78524 ; PC	ORT COLBORNE
	(Legal description of lan	d including easements not desc	cribed elsewhere)	(the "property")
PUI	RCHASE PRICE:		Dollars (CDN\$)	67,000.00
		Sixty-Seven Tho	usand	Dollars
DEP	POSIT: Buyer submits	Herewith/Upon Acceptance/o	herewith	onti
	Twenty Thousand			
by r to be of th of th	negotiable cheque payable to	ROYAL LE ation of this Agreement an at the Buyer is required to by acknowledge that, unle st bearing Real Estate Trust	PAGE NRC REALTY d to be credited toward the Purcho deliver the deposit to the Deposit to ess otherwise provided for in this A Account and no interest shall be	
SCH	HEDULE(S) A		attached here	to form(s) part of this Agreement.
1.	IRREVOCABILITY: This offer shall be irrevoca	ble by(Sell	Buyer er/Buyer 20.21	
2.	COMPLETION DATE: This Agreement shall b	e completed by no later th	an 6:00 p.m. on the11	day of
	February 20.2 unless otherwise provided for in this Agreement	11 Upon	completion, vacant possession of	f the property shall be given to the Buyer

GSH

INITIALS OF BUYER(S):

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INITIALS OF SELLERS(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@royallepage.ca (For delivery of Documents to Seller)	Email Address: rob@opendoorproperty.ca

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):



INITIALS OF SELLERS(S):



Page 2 of 6

DocuSign Envelope ID: 01843C03 EA47 4045 002D2B9CF076 DocuSign Envelope ID: 37AB8E89-D139-4D54-A972-A02D2B9CF076

	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the
	are no outstanding work orders or deficiency notices affecting the property, that its present use (
9.	FUTURE USE: Seller and Buyer garee that there is no second at the second

- 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 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 and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement between the said lawyers. The Seller 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 SELLERS(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 (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):



28. SUCCESSORS SIGNED SEALED AN	AND ASSIGNS: The heirs, executors, ID DELIVERED in the presence of:	administrator	s, successors a	nd assigns of the unde	rsigned are	bound b	by the terms herein.
SIGNED, SEALED AN	NO DELIVERED IN the presence of:	in witnes	S whereof I have	ve hereunto set my har	nd and seal:	:	
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(Witness)		Kober 2BC30	t kasowski	ficer)			Jan-13-2021 6:20 PM EST
		1 /1	CL ILI		(Seal)	(Date)	Jan-13-2021 3:04 PM PST
(Witness)		(Buyer Autho	Pized-Gigning Off	ficer)	(Seal)	(Date)	
applicable), from the	ller, agree to the above offer. I hereby he unpaid balance of the commission of proceeds of the sale prior to any payme D DELIVERED in the presence of:	irrevocably ir together with ent to the unde	nstruct my lawy applicable Ha ersigned on co	er to pay directly to th	e brokerag and any oth y the broke	e(s) with er taxes	whom I have agreed as may hereafter be my lawyer.
				y:			
				,		-	L/15/2021
(Witness)		(Seller/Author	ized Signing Off	. Ісег)	(Seal)	(Date)	
(Witness)				4E0		(= =)	
			ized Signing Off		(Seal)	(Date)	
Law Act, R.S.O.1990, [Witness]	T: The undersigned spouse of the Seller and hereby agrees to execute all nece	or mela	emai document	osition evidenced herei ts to give full force and	n pursuant effect to th	to the pro e sale ev	ovisions of the Family idenced herein.
• • • • • • • • • • • • • • • • • • • •	F ACCEPTANCE	(Spouse)			(Seal)	(Date)	
CONFIRMATION O	F ACCEPTANCE: Notwithstanding any	thing containe	ed herein to the	contrary, I confirm thi	s Agreemer	nt with al	changes both typed
and written was finally	accepted by all parties at		this	day of	Docu	Signed.by:.	20
	Įa.	m./p.m.)		ure of Seller or Buyer)	Scott	luy	
	INFO	RMATION (ON BROKERA		F6D17	711397FF4E	<u> </u>
Listing Brokerage	ROYAL LEPAG	E NRC RE	ALTY	(Tel.N		5-834-9	000
	BILL BECSKEREKI			A constant			
Co-op/Buyer Broker	age RE/MAX Esc	carpment Re	Broker of Record	·	(00)	E)	400
	Robert Kasowski			(Tel.)		5) 545-1	188
••••••		person/Broker/	Broker of Record	Name)			
		ACKNOW	LEDGEMENT	ramej			
I acknowledge receipt Purchase and Sale and I	of my signed copy of this accepted Agr authoPownFilenBidWerage to forward a copy 1/1!	1-1-2	11 1 1 1	ge receipt of my signed Sale and I authorize the	d copy of th Brokerage to	is accept forward	red Agreement of a copy to my lawyer.
	Date)		(Buyer) Glyn	holmes in Trust	••••••	(D	ate)
(Seller)	(Date)		(So) or in trust	t for a company/corporati	on to be form	ned ID	ate)
			Address for S	Service			
	(Tel. No.)						
Seller's Lawyer			Buyer's Lawy	er		No.)	
Address							
			ı				
						••••••	
lel. No.)	(Fax. No.)		(Tel. No.)		(Fax.	No.)	
FOR OFFICE USE ONLY	COA	MMISSION TR	UST AGREEME	NT			
connection with the Transc a Commission Trust Agree	ge shown on the foregoing Agreement of Puro- ooperating Brokerage procuring the foregoin action as contemplated in the MLS® Rules and ament as defined in the MLS® Rules and shall time of the acceptance of the foregoing Agr	ng Agreement o Regulations of n be subject to ar	f Purchase and S ny Real Estate Book nd governed by the	ne MLS® Rules pertaining	all moneys re d held in trust to Commissio	eceived or This agre in Trust.	receivable by me in ement shall constitute
	Bue Bockouk		use una sale.	Acknowledged by:			
(Authorized to bind the Listin	ng Brokerage)	Ĺ		Robert Easowski	Copporation		



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 Sc	ale between:
BUYER: Glyn Holmes & Robert Kasowski	in trust for a company/corporation to be formed
SELLER: THE CORPORATION OF THE CITY OF PORT COLBORNE	, and
for the purchase and sale of	Port Colborne
ON L3K 1E1 dated the 30	y of

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

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

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



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

- (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.

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



SU SKE GSH

which is evidenced by

building

the release and closure of the building permit related to such

as agreed upon and stated in

(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 13 day of January , 2021 (S) (S)
BETWEEN:
THE CORPORATION OF THE CITY OF PORT COLBORNE (the "City")
- and -
(the "Purchaser") ROBERT KASOWSKI AND GLYN STHART 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 reconveyance 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. <u>DEFINITIONS</u>
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;
(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:

the entire Property in the event the Purchaser fails to:

Multi-residential dwelling 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;

OR

Multi-residential dwelling

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.

- 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
- (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.
- 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

- (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 alt 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. <u>NON-ASSIGNMENT</u>

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. <u>ARBITRATION</u>

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:

Suff Luy
Telephone:
F6D1711397FF4E8...

(b) Purchaser:

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. <u>SUCCESSORS AND ASSIGNS</u>

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 MURRINGS		13
January	, 2020 , 2021	nas executed this Agreement the <u>xx</u> day of
	Kle.	St St
		Per: Robert kasowski
		Name: —802FC418718C401 Title:
		Per: Gyn Stuart Holmes Name: DFA81D734D004DD
		Title:
		I/We have authority to bind the Corporation.
IN WITNESS WI January	HEREOF the City has exe, 2020. 2021	ecuted this Agreement the 13 day of
		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

and corporation of the city of the constant
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:

- 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

SELLER: CITY OF PORT COLDONNE for the transaction on the properly known as	BUYER:	DAVERT TOOLS INC				
DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation: "Saller" includes a vendor, a landlard, lessor, or a prospective, seller, vendor, landlard or lessor and "Buyer" includes a purchaser, a tenant, lessor aprospective, levent or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to 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 in 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 insurequired by the Real Estate and Business Brokers Ad. 2002, (REBA). 1. USTINO BROKERAGE a) The tisting Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that: The tisting Brokerage is not representing or providing Customer Service to the Buyer. The tisting Brokerage is not representing or providing Customer Service to the Buyer. The tisting Brokerage is providing Customer Service to the Buyer. The tisting Brokerage is providing Customer Service to the Buyer. The tisting Brokerage is the Seller and the Buyer, with their consent, for this transaction. The Esting Brokerage has antered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer in this transaction. The Estings Brokerage was be importing equally protect the interests of the Seller and the Buyer in this transaction to but the property known to the Esting Brokerage to the Seller and the Buyer may or will purpose the Buyer and the stransaction. The Estings Brokerage and the Seller and the Buyer may or will purpose the Seller and the Buyer may or will purpose the Seller and the Buyer may be applied t	SELLER:	CITY OF PORT COLBORNE		······		
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3.

3. Co-	Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.					
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a)	The Co-operating Brokerage represents the interests of the Buyer in this transaction.					
b)						
	The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.					
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Со-оре	rating bi	rokerage under the terms	of the applicable MLS® rules and	regulations.		
		SIGNED BY THE BROKE	KER/SALESPERSON REPRESE	NTATIVE(S)	OF THE BROKERAGE(S) (Who	ere applicable)
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			***************************************	Dr		Jan 14/2021
(Authori	ized to bi	nd the Co-operating/Buyer B	Brokerage) (Date)	(Authorized	to bind the Listing Brokerage)	(Date)
				BILL -	BECSKEREKI	
(Print N	lame of Sc	alesperson/Broker/Broker of I	Record)	(Print Name	of Salesperson/Broker/Broker of Rec	cord)
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Agreement of Purchase and Sale

Form 100 for use in the Province of Ontario

	HEXCESS TO SERVICE A CONTROL OF THE PARTY.			
This Agreement of Purchose and Sc	ale dated this	doy ofJa	inuary	20.21
BUYER: DAVER	T TOOLS INC	res of all Buyers)	~~~~ <u>,</u>	agrees to purchase from
SELLER: CITY OF		mes of all Sellers)	nto terminosamiten y wente	, the following
REAL PROPERTY:				
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[Le	egal description of land including e	easements not described elsewhere)		(the "property
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18.02000.71101000100.00100.00000100.000	E	Fifty Thousand		Dolla
DEPOSIT: Buyer submits	(Herewith/Upon Accept	upon acceptance	en)	
**************************************	Three Thousand			3,000.00
Agreement, "Upon Acceptance" this Agreement. The parties to the	ther termination of this Agreer shall mean that the Buyer is r its Agreement hereby acknowl	nent and to be credited toward the Pur required to deliver the deposit to the De eage that, unless otherwise provided to Real Estate Trust Account and no intere	eposit Holder within 24 ho or in this Agreement, the D	i. For the purposes of the purposes of the acceptance Deposit Holder shall plan
Buyer agrees to pay the bo	alance as more particular	ly set out in Schedule A attached	l.	
SCHEDULE(S) A		attac	hed hereto form(s) po	ırt of this Agreemen
1. IRREVOCABILITY: This of	ffer shall be irrevocable by	Buyer (Seller/Suyer)	until 6:00	on the21
	anuary 2	0.21 ofter which time, if not accept		
2. COMPLETION DATE: Thi	s Agreement shall be complete	ed by no later than 6:00 p.m. on the	19 day of	February
20 21 Upon comp	letion, vocant possession of the	e property shall be given to the Buyer u	nless otherwise provided f	or in this Agreement.
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INITIALS OF BUYER(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 oursuant 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.: FAX No.: [For delivery of Documents to Seller] FAX No.:				
	Email Address: [For delivery of Documents to Seller]				
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 (included in/in addition to)				
	closing, that the sale of the property is not subject to HST. Any HST on chartels, if applicable, is not included in the Purchase Price.				

The mademarks REALIDR®, REALIDR®®, MLS® Multipliesting Services® and associated lagos are awned at controlled by the Cartadian Real Estate Association (CREA) and identifying real estate profess and six who are members of CREA and the sociation of services they provide Used under Idense.

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INITIALS OF BUYER(S): (

aeliver such further authorizations in this regard as Buyer may reasonably require.

8.	TITLE SEARCH: Buyer shall be allowed until 6,00 p.m. on the
	p examine the title to the property of 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
	maidatin huildin lat
	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 nereby 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

February

- 9. FUTURE USE: Seller and Buyer agree that there is no representation of 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 encumerances except as afterwise 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 (a) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, caple television lines or other services which approximately the ser 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 oresent 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 fovour 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 on end and all monies acid 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 camplete 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 accur 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 (a) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold some 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 aelivery 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 occept 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 hove 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):



- 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 Affidavil, be prepared in registrable for 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 all completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and worronty 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 Salescerson, 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 Merein may be extended or obridged 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 spausal consent is not necessary to this transaction under the provisions of the Family Low Act, R.S.O. 1990 unless the socuse of the Seller has executed the consent hereinofter 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 ureaformoldehyde, and that to the best of Seller's knowledge na building an the property cantains 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, tox 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, warronty, 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 Pate in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

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nessi	Docus	Signed by:	o set my hand and seal	1/16/2021	
	(Buyer) Jeff	MANDON DOF2EFA410	(Seal)	(Date)	********
ness	(Buyer)		(Seal)	(Dare)	*****
e Undersigned Seller, agree to the above offer. I hereboay commission, the unpaid balance of the commission olicable), from the proceeds of the sale prior to any pays	n together with acr	plicable Harmonized	Sales Tax (and any of	ther taxes as may hered	agred after
NED, SEALED AND DELIVERED in the presence of:	IN WITNESS W	hereof I have hereur Docusigned by:	to set my hand and sea	ıl: 1/17/2021	L
triess)	(Seller) CITY	F FORT COURO	RNE (Seal)	(Date)	M-Cab
itness)	(Seller)	*********	(Seol)	(Date)	100000
OUSAL CONSENT: The undersigned spouse of the Se w Act, R.S.O. 1990, and hereby agrees to execute all no					
imess)	(Spouse)	· · · · · · · · · · · · · · · · · · ·	(Seal)	(Dare)	()))):::
ONFIRMATION OF ACCEPTANCE: Notwithstanding	anything contained	inerein to the contro	ry, I confirm this Agreen	ment with all changes bo	oth tyl
d written was finally accepted by all parties at	1:00 PM	this 17	day of JAN	MARY 20	021
	(a m./p.m.)	CITY OF	cuSigned by:		ryc4+)ry
11	NFORMATION O	N BROKERAGE(S	ATEREM IBC54UI		
Listing Brokerage ROYAL LE	PAGE NRC REAL	LTY	(9	905) 834-9000	*****
BILL - BECSKEREKI			(Tel.No.)		
· ·	Salesperson/Broker/8	Broker of Record Name		E1151111111111111111111111111111111111	
Co-ap/Buyer Brokerage	******((*******),****(***)	16-11-10-1	[Tel.No.]	7(11)11/10(11)111-(1-)10(00)00111	0 2 2 0 1 4 1
	Salesperson/Broker/	Braker of Record Name			
		LEDGEMENT			
acknowledge receipt of my signed copy of this occepted	d Agreement of	I acknowledge rec			
"Charle and Sale and I authorize the Brownson to larvers a	copy to my lawyer	Purchase and Sale of	ond Lauthorize the Brokers Docustaned by:	age to forward a copy to m	
urchase and Sale and I authorize the Brakerage to forward a		1)21
Scott Iven	1/17/2021	(Buyer) JERR	EUSSA MANI	7/16/20 (Date)	0000
celler) CITY OF FORT COLBORNE (Decider) (Decider)	are)	[Buyer] JERR	EUSSA MAN	1340	-0000
city OF FORT COLBORNE (20	are)		FUSSI MINI 774C1D0F2EFA410	(Date)	
Seller) CITY OF FORT COLBORNE (Decider) (Decid	are)	(Buyer)	FUSSI MINI 774C1D0F2EFA410	(Date)	
Deller CITY OF PORT COLBORNE (Deller) (Deller) (Deller) (Dellers for Service)	are)	(Buyer) Address for Service		(Date)	
city of FORT COLBORNE (Decider) (Decider) (Decider) (Decider) (Decider) (Decider) (Tel No.)	ore)	(Buyer) Address for Service Buyer's Lawyer		(Date)	
ieller) CITY OF FORT COLBORNE (De leller) (De leller) (De leller) (De leller's Lowyer	ore)	(Buyer) Address for Service Buyer's Lawyer		(Date)	******
city of PORT COLBORNE (De letter) (De lett	ore)	(Buyer) Address for Service Buyer's Lawyer		(Date)	



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 T	OOLS INC	***************************************	*******************************	, and
SELLER:	CITY OF PO	ORT COLBORNE			
for the purchase and sale o	ıf 142	FRASER Street		Port	Colborne
ON	L3K 1E5	dated the 14	acy of	January	, 20 21

Buyer garees 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 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, 2000, cl7 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): (





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 (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 A	GRE	CEMENT is made as of the day of, 2020.
BETW	EEN:	
		THE CORPORATION OF THE CITY OF PORT COLBORNE (the "City")
		- and -
		(the "Purchaser") DAVERT TOOLS INC
RECIT	AL:	
	Colbo Agre Stree	passed by the Council for The Corporation of the City of Port orne on, 2020, authorized the acceptance of an ement of Purchase and Sale from the Purchaser for the lands described as 142 Fraser t [NTD: Insert Legal Description], being PIN [NTD: Insert PIN] (the perty"), and, subject to the City reserving the right to a re-conveyance of the erty.
В.		Purchaser has agreed to enter into an Agreement with the City to secure the City's to a re-conveyance of the Property.
Agreen	nent a	REFORE , in consideration of the mutual covenants and agreements set forth in this and for other good and valuable consideration (the receipt and sufficiency of which is owledged), the parties agree as follows:
1	DEFI	NITIONS
		erms defined herein shall have, for all purposes of this Agreement, the following ings, 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.	RIGI	HT TO RE-CONVEYANCE

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 alt 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

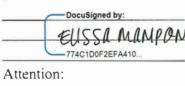
Port Colborne, ON L3K 3C8

Attention:

Facsimile:

Telephone:

(b) Purchaser:



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. <u>COUNTERPARTS AND ELECTRONIC DELIVERY</u>

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 Purchase, 2021.	ser has executed this Agreement the day of
	Per: EUSSA MAMPON Name: 774C1D0F2EFA410 Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.
IN WITNESS WHEREOF the City ha	as executed this Agreement the day of
	THE CORPORATION OF THE CITY OF PORT COLBORNE
	Per: Name: Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.

	By-law No			
В	eing a By-law to Authorize entering into an Agreement of Purchase and Sale with Davert Tools Inc. respecting 142 Fraser Street			
of P	ereas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Officer ort No. 2021-31, Subject: Sale of 142 Fraser Street; and			
	ereas Council is desirous of entering into an Agreement of Purchase and Sale with ert Tools Inc. for the sale of 142 Fraser Street, for the purchase price of \$50,000;			
Now follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:			
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.			
Ena	cted and passed this 25th day of January, 2021.			
	William C. Steele Mayor			
	Amber LaPointe City Clerk			

The Corporation of the City of Port Colborne



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

	INITIALS OF BUYER	(S): (RT)	INITIALS OF SELLE	ER(5):
20 Upon complet	tion, vacant possession of the	property shall be given to the Buyer u	nless otherwise provided far	in this Agreement.
2. COMPLETION DATE: This	Agreement shall be completed	by no later than 6:00 p.m. on the	16 day of	March
	cember 20	, after which time, if not accep		
		(Seller/Buyer)		
		atta		
		y set out in Schedule A attached		
in trust pending completion or oth Agreement, "Upon Acceptance" s this Agreement. The parties to this the deposit in trust in the Deposit I	ner termination of this Agreems shall mean that the Buyer is re s Agreement hereby acknowle Holder's non-interest bearing R	ent and to be credited toward the Pu equired to deliver the deposit to the D edge that, unless otherwise provided f Real Estate Trust Account and no interes	rchase Price on completion. Deposit Holder within 24 hor or in this Agreement, the De est shall be earned, received	For the purposes of this urs of the acceptance of posit Holder shall place
		d		
DEPOSIT: Buyer submits		ance/as otherwise described in this Agreen	nent)	
	One Hun	dred Fifty Thousand		
(Leg	gal description of land including ea	asements not described elsewhere)		150,000.00
and legally described os Legal				(the "property")
		more or less by a depth of	102.00	more or less
in the		City of Port Colborne		
_		side of NICKEL Stree		
Address	Street		Port Colborne	
REAL PROPERTY:				
SELLER: The Corporation of				
BUYER: Ryan Tho	mpson in Trust (Full legal na	mes of all Buyers)	,	agrees to purchase from
This Agreement of Purchase and Se	ale dated this14	day of	December	20.20

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K	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.	CHATTELS INCLUDED:		
	Unless otherwise stated in this Agreement or any Schedule hereto, Seller afrom all liens, encumbrances or claims affecting the said fixtures and chatter		
5.	FIXTURES EXCLUDED:		
6.	RENTAL ITEMS (Including Lease, Lease to Own): The following equ	inment is rented and not included in the Purchase Price. The Ruyer garees	
J.	to assume the rental contract(s), if assumable:	ipinoni is remed dita men mended in me i sicilade i nee. me boyer agrees	
	The Buyer agrees to co-operate and execute such documentation as may b	e 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	
	(included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on cha	of the property is not subject to HST, Seller agrees to certify on or before ttels, if applicable, is not included in the Purchase Price.	
	INITIALS OF BUYER(S): (RT)	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

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8.	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the/days day of
6	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
	The containens in this Agreement are formed or otherwise waived or, in the days prior to completion, to suisity boyer that there are no obstantially
	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, os 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):



- 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 nan-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and nat 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 farm 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, callateral 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):



28. SUCCESSORS AND ASSIGNS: The heirs, executor	s, administrators,	successors and assigns of the unders	igned are	bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of:	Authonises	whereof I have hereunto set my hand		12/14/2020
(Witness)	(Buyer) Byza 2	w Showpson in Trust	(Seal)	(Date)
(Wilness)	(Buyer)		(Seal)	(Date)
I, the Undersigned Seller, agree to the above offer. I herek to pay commission, the unpaid balance of the commissio applicable), from the proceeds of the sale prior to any pay	n together with a	applicable Harmonized Sales Tax (an	d any otl	ner taxes as may hereafter b
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereof I have hereunto set my hand	and seal	
(Witness)		poration of The City of Port Colborne	(Seal)	(Date)
(Witness)	(Seller)		(Seal)	(Date)
SPOUSAL CONSENT: The undersigned spouse of the Sel Law Act, R.S.O. 1990, and hereby agrees to execute all ne				
(Wilness)	(Spouse)		(Seal)	(Date)
CONFIRMATION OF ACCEPTANCE: Notwithstanding of	nything containe	d herein to the contrary, I confirm this	Agreeme	ent with all changes both type
and written was finally accepted by all parties at	(a.m./p.m.)	this day of	W.D. 156	, 20
		(Signature of Seller or Buyer)		***************************************
		ON BROKERAGE(S)		
Listing Brokerage ROYAL LEP	AGE NRC REA	LTY (Tel.N	90	5-834-9000
BILL BECSKEREKI	llesperson/Broker/	Broker of Record Name)		
Co-op/Buyer Brokerage Right Choi	•			9 276 1716
Kevin Murphy (So	alesperson/Broker/I	Broker of Record Name)		
	ACKNOW	LEDGEMENT		
I acknowledge receipt of my signed copy of this accepted a Purchase and Sale and I authorize the Brokerage to forward a co		I acknowledge receipt of my signed Purchase and Sale and I authorize the I		
[Seller] The Corporation of The City of Port Colborne [Date)	(Buyer) Ryan Thompson in	Trust	(Date)
(Seller) (Date Address for Service	•	(Buyer) Address for Service		(Date)
(Tel. No.)		***************************************	(Te	il. No.]
Seller's Lawyer		Buyer's Lawyer		
Address		Address		economic de contratores
Email	***************************************	Email		
[Tel. No.] [Fax. No.]		(Tel. No.)		x. No.]
FOR OFFICE USE ONLY	COMMISSION TR	RUST AGREEMENT		
To: Co-operating Brokerage shown on the foregoing Agreement of In consideration for the Co-operating Brokerage procuring the foreconnection with the Transaction as contemplated in the MLS® Rules a Commission Trust Agreement as defined in the MLS® Rules and DATED as of the date and time of the acceptance of the foregoing	egoing Agreement of and Regulations of a shall be subject to a Agreement of Purc	of Purchose and Sale, I hereby declare that my Real Estate Board shall be receivable and nd governed by the MLS® Rules pertaining hase and Sale, Acknowledged by:	d held in tro to Commis	ust. This agreement shall constitute sion Trust.
(Authorized to bind the Listing Brokerage)	0	(Authorizadashindhua)	Speratin	g Brokeroge)

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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:	Ryan Thomp	son 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 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 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, cl7 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 RO757704; PORT COLBORNE

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

INITIALS OF BUYER(S):





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.





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 T		Colborne		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
RE: Agreement of Purchase and Sale between the	e Seller and Buyer,	dated the14	day of	December	, 20.20
concerning the property known as80	NICKEL St	reet			
Port Colborne	ON	L3K 1B4	as more particularl	y described in the aforem	entioned 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 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.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



IRREVOCABILITY: This Offer to Amend the Agreement sha	ll be irrevocable	by	Seller/Buyer)	(a.m./p.m.)
on the day of December 20.2	0, after which	ime, if not accepted, thi	is Offer to Amend the	Agreement shall be null and void.
For the purposes of this Amendment to Agreement, "Buyer" Time shall in all respects be of the essence hereof provided abridged by an agreement in writing signed by Seller and	that the time fo	or doing or completing	of any matter provide	
All other Terms and Conditions in the aforementic	oned Agreem	ent to remain the so	ıme.	
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereof I have hereun	to set my hand and se	
(Wilness)	Ryan The	ompson 18:42 PM EST	(Seal)	12/18/2020 (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:		whereof ! have hereun		eal:
(Witness)	(Buyer/Seller)		(Seal)	(Date)
(Witness)	(Buyer/Seller)		(Seal)	(Date)
The undersigned spouse of the Seller hereby consents to the	amendment(s)	nereinbefore set out.		
(Witness)	(Spouse)		(Seal)	(Date)
CONFIRMATION OF ACCEPTANCE: Notwithstanding a	nything contain	ed herein to the contrar	y, I confirm this Agree	ment with all changes both typed
and written was finally accepted by all parties at	(a.m./p.m.)	this d	ay of	, 20
		(Signature of Selle	er or Buyer)	
	ACKNOW	LEDGEMENT		
I acknowledge receipt of my signed copy of this accepted A Agreement and I authorize the Brokerage to forward a copy to m		Agreement and I author	orize the Brokerage to fo	of this accepted Amendment to brward a copy to my lawyer. 12/18/2020
[Seller] The Corporation of The City of Port Colborne [Date		Ryan Thomps	pson in Trust	
(Seller) (Date Address for Service		(Buyer)	160 Adelai	(Date)
(Tel. No.)		Oshawa		[Tel. No.]
Seller's Lawyer Address				
Email				
(Tal. No.) (Fax. No.)		(Tel. No.)		(Fax. No.)

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OREA Ontario Real Estate Agreement of Purchase and Sale

Form 100 for Use in the Province of Onlor of

This Agreement of Purchase and Sole dated in signal 14 day on your Decemb	er 20 20
BUYER: Ryan Thompson in Trust	, agrees to ourchase from
SELLER: The Corporation of The City of Port Colborne	- I me following
REAL PROPERTY:	
Accress 80 NICKEL Street Port	Colborne ON L3K 1B4
foring on the side of NICKEL Street	H SACAR (CONTRACTOR AND EXCHANGES AND
City of Port Colborne	Morning and State Control of Part 18 and the
and noting a frontage of an analysis and noting a frontage of an analysis and noting a frontage of an analysis and analysis analysis and analysis analysis and analysis and analysis and analysis and analysis and an	102.00
and legally described as Legal Description in Schedule A	6 - 2×7 - 100 km v men a 2000 c - 200 mm
reda cestro, to a and us half the property of	the 'propery')
PURCHASE PRICE:	iallars (CDNS) 150,000.00
One Hundred Fifty Thousand	Dolars
DEPOSIT: Boyer sucmits upon acceptance freewith/upon Acceptance/as pinerwise pascribed in this Agreement'	and the second s
Fifteen Thousand	15,000.00
by negotiable cheaue payable to	Haider within 24 hours of the acceptance of this Agreement, the Deposit Halder shall place
Buyer agrees to pay the balance as more particularly set out in Schedule A attached.	RT
	nereto form(s) part of this Agreement.
1. IRREVOCABILITY: To a offer shall be prevocable by See 3 Juyer	7:00 on the 15
acy of	
2. COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 16	ccy o March
2C 21 Upon completion, vacant possess on of the property shall be given to the Buyer unless of	otherwise provided for in this Agreement.
INITIALS OF BUYER(S): (RT	INITIALS OF SELLER(S):
The indomptives RoAL ORY RoAL ORSE MUST Multiple using Services? and association agos are award or controlled by the Canda an Roal rivate Association CRAM and per trying real estate proless and six who are mambers of CRAM and indicate the controlled roal real road road services and six multiple road road services.	

3.	NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving natices autsmant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer mereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices but a depointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and receiving notices. Any notice relating hereta or provided for the purpose of giving and received unitarity should be deemed given and received oursuant to this Agreement or any Schedule hereta (any of them. "Document") should be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowleagement deliver. It which case, the signature(s) of the barty (parties) shall be deemed to be original.
----	--

EAX No.:	(For delivery of Documents to Sever)	FAX No.	(For de-very of Documents to Buyer)
Ema ! Abdress:	billb@royallepage.ca	Email Address	Kevin@rightchoice.ca [For delivery of Documents to Buyer]

4. CHATTELS 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 sala fixtures and chatters

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) i assumable.

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

7. HST: If the sale of the property (Real Property as described adove) 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. Saller agrees to certify an or before closing, that the sale of the arapetry is not subject to HST. Any HST on chartels, if applicable, is not included in the Purchase Price



INITIALS OF SELLER(S):



Inclinations REALORS REALORS AND Mundia Using Services 2 and assectated against awriting an controlled avrice Canadian Real strate Association. CREA and part hybrid real as delighters who are manders of CREA and the public to distinct strate Association. CREA and the recipions are desirable are set as a control services may around a used under control.

2.2020. Ontain Real Strate Association. OREA. As it graft fessive all in a form was never about any OREA for the use and representation of the methods and centers stratic ensembles and centers. OREA action of the controlled and the set of the control

- 8. TITLE SEARCH: Buyer shall be allowed until 6,000 p.m. on the 7days day of Prior to close 20 (Requisition Date) to examine the ritie to the property at Buyer's own expense and until the earlier of 1/1/2 hory pays from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise walved or: (1) five days or or to completion, to satisfy Buyer that there are no outstanding be lawfully cantinued and that the principal building may be insured against risk of the Seiler hereby consents to the municipality or other governmental agencies releasing to Buyer details of all ourstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and de ver such Euriner 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 in single-ement.
- 10. TITLE: Provided that the to the procestly is good and free from all registered restrictions, charges, liens, and encumarances except as ofnerwise specifically provided in this Agreement and save and exception (a) any registered restrictions or covenants that run living the land providing that such are complied with: (b) any registered municipal agreements and registered agreements with publicity regulated utilities providing such have been complied with, or security has been dosted to ensure compliance and completion, as an dended by a letter from the relevant municipality or regulated 1. Thy (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (a) any adsements for drainage, storm or son tary sewers, bublic utility lines, relecommon car on lines, capie television lines or other services which bo not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid abjection to tille or to any autstanding wark prider or paticiancy notice, or to the fact the said present use may not lawfelly be continued, or that the orincipal outlaing may not be insured against risk of fire is made in writing to Saliar and which Saliar is unable ar unwilling to remove, remedy or satisfy or data in insurance save and except against risk of Fre (The Insurance) in favour of the Buyer and any mortgagee (with all related casts at the expense of the Seller), and which Buyer will not walve, in si Agraament natwifistanding any intermediate acts or negotiations in respect of such ablections, shall be at an end and all monies bold shall be returned without interest or adduction and Seller, Listing Brokerage and Cologerating Brokerage shall not be liable for any costs or damages. Save as to any void ab ection so made by such day and except for any objection going to the tablet if the Buyer shall be conclusively deemed to have accepted Selfer's title to the property.
- 11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer relating lawyer to complete the Agreement of Burchase and Sale of the property, and where the transaction will be completed by electronic registration oursuant to Part III of the Land Registration Reform Act. R.S.O. 1990, Chapter .4 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 clasing funds, harving strable adduments and other frems (the "Repulsite Deliveries") and the release thereof to the Seller and Buyer will jot not occur at the same time as the registration of the transfer/deed janalary other adduments intended to be registered in connection with the completion of this transportion) and (b) be subject to conditions whereby the lawyer(s), receiving any of the Repulsite Deliveries will be required to hold same in trustional not release same except in accordance with the terms of a pocument registration agreement between the sola lawyers. The Seller and Buyer freevocably instruct the sold lawyers to be bound by the document teg stration agreement which is recommended from time to time by the Law Sac ety of Ontonio. Unless atherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the belivery of the Repulsite Deliver es of each party to the office of the lawyer for the other darry or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE: Buyer shall not call far the production of any tire deed, abstract, survey or other evidence of tifle to the gropperty except such as are in the possession or control of Seller. If requested by Buyer, Seller will be liver 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/Margage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada). Chartered Bank, Trust Cambany, Ctedit Union, Coisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, its not available in registrable form on campletion. Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, aut ditine clasing 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 an or before completion Seller shall provide to Buyer a mortgage statement prepared by the marrigaged setting out the balance real real to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not deling used, a alrection executed by Seller alrecting payment to the mattgages of the amount required to obtain the discharge out of the balance ale on completion
- 13. INSPECTION: Buyer acknowledges naving how the addortunity to inspect the property and understands that upon acceptance of this affect there shall be a alraing agreement of ourchase and sale between Buyer and Soiler. 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 outlaings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall note all insurance policies. Fany, and the proceeds moreof in trust for the parties as their interests may appear and in the event of substant di damage. Buyar may either terminate this Agreement and have all montes paid returned without interest or deduction of else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred an completion, if Seller is taking back a Charge/ Marrgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable avidence of adequate insurance to protect Seller's or other mortgagee's interest on completion

INITIALS OF BUYER(5): (RT



INITIALS OF SELLER(S):



The mademarks 44A DRY 40A DASS MUST MUTIBLE, sing Services 11 and assectable ages and owned at common as owned and ages are assected as a CRA and device as a common as a comm

- 15. PLANNING ACT: This Agreement should be effective to pregret on interest in the property only if Selies complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently of Seller's expense to obtain any necessary consent by completion
- 16. DOCUMENT PREPARATION: The Transfer/Deed shall save for the land Transfer Tax Affloavit, de prepared in redistrable form of the expense of Selfer, and any Charge/Marrgage to be given back by the Buyer to Selfer at the expense of the Buyer. If requested by Buyer, Selfer covenants that the Transfer/Deed to be delivered an completion shall contain the statements contemplated by Section 50(22) of the Planning Act. 3-5.0-1990
- 17. RESIDENCY: (a) Subject to (a) below, the Seller represents and warrants that the Seller is not and on campletion 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 Sellet shall deliver to the Buyer a statutory declaration that Sellet is not then a non-resident of Canada, (a) grow ded that if the Select's 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 of any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's Califty in respect of tax payable by Selfar under the non-residency arovisions of the income Tax Action reason of this sale. Buver shall not claim such creat if Selfer delivers on completion the preser ped certificate
- 18. ADJUSTMENTS: Any rents, marriage interest, really taxes including local maravement rates and unmetered duality 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 listly to be apportioned .c Baye.
- 19. PROPERTY ASSESSMENT: The Buyer and Selfer hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be relassessed on an annual pasis. The Buyer and Seller agree that no claim will be made about the Buyer or Seller, or any Brakerage, 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 ariar 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 parlaged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically purporized in mat regard
- 21. TENDER: Any render of accuments or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day seller. completion. Money shall be tendered with funds drawn an allowyer'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 fills transaction under the grows and of the Family Law Act. 3.5 O 1990 unless the spayse of the Seller has executed the consent here natter provided
- 23. UFFI: Seller represents and warrants to Buyor that outing the time Seller has awned the property. Seller has not caused any building on the property to be insulated with insulation containing ureaformal derivae, and that to the ibest of Seller's knowledge no building on the property contains or has ever contained insulation that contains predformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is dart of a multiple unit building it is warranty shall only apply to that carrief the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerade is not legal lax or environmental day ce.
- 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 derween any provision added to this Agreement Including any Schedule attached haretal and any draw stantin the standard pre-set part on hereof, the added draw sign shall supersede the standard pre-set provision to the extent of such conflict or a screpancy. This Agreement including any School elaborated hardro-shall constitute the entire Adreement between Buyer and Selfer There is no representation, warranty collateral agreement or condition, which affects in a Agreement other than as expressed here in For the purposes of this Agreement, Sellier 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 locared.

INITIALS OF BUYER(S): (RT

INITIALS OF SELLER(S):



28. SUCCESSORS AND ASSIGNS: The heirs, executor	rs, caministrators,	successors and assigns of the undersi	gned are	bound by the terms herein.
SIGNED, SEALED AND DELIVERED in the presence of:	N WITNESS V	vnereof I nave hereunto set my hand	and seal	13/14/2020
Wress,	3. Ryan	Thompson in Trust	(\$eo)	(Dote)
Wross,	3.yer		Sea	Dee,
I, the Undersigned Seller, agree to the above offer. There to pay commission, the unpaid palance of the commission applicable), from the proceeds of the sale or of to any pay	or together with as	policable marmor zea Sales Tax (an	clary of	er laxes as may hereafter be
SIGNED, SEALED AND DELIVERS on the presence of	IN WITNESS	vnessofdocommensy no set my hand	and seal	12/27/2020
Wiress,	Se er the Corpo	Scott Luy	(Sep.)	Deraj
Winess	Se or	Transfer of the more many a series of	Sea	(20.8)
SPOUSAL CONSENT: The undersigned socuse of the Selaw Act, R.S.O 1990, and hereby agrees to execute all n	,			
Winess,	\$20.58	[0.00-10.00(0.0000) [1.00	Sec	(Dere)
CONFIRMATION OF ACCEPTANCE: Notwithstanding	anyin ng conta ned	inerein to the contrary, I confirm this		ent with all changes opin yada. /2020
ona written was finally accepted by all parties at	5:30pm	Authentison Ryan Thompson S 20212882020 52824 PMTEST	Contract of	20, 1000
11	NFORMATION O	N BROKERAGE(S)		
Co-op/Buyer Brokerage Right Cho-	ice Happenin	gs Realty grover of Record Name; gs Realty grover of Record Name;	28	39 276 1716
	ACKNOWI	EDGEMENT		
Il acknowledge receipt of my signed copy of this accepted		I acknowledge receipt of my signed	copy of	inis accepted Agreement of
Purchase and Sale and Fourier zo the Brakerage to forward a		Purchasa and Sale and lauthorize the	Brokerage	12/28/2020
Se e' The Corporation of The City of Port Colborne Co	re.	Ryan Thompson 34ve Ryan Thompson ir 12/28/2020 5:26:26 PM EST	Trust	No. of the last of
(Se at) Address for Service	re	3Jve		Dore)
Address for Service	- /// -	Address for Service		and the second s
Seiler's Lawyer		Buyer's Lowyer		9 12
Appress	(-0.5-17/20.1000)	Adaress	70-11-1433	
$\exists re^0 = \dots \\$		Email	e e de e	ine e transmissiphism (the die 1811 : 55)
Te No Sax No	ec pentunnana.	[e, \o)		ox No
FOR OFFICE USE ONLY	COMMISSION TO	RUST AGREEMENT		
To Coloberating Brakerage shown on the foregoing Agreement in consideration for the Coloberating Brakerage producting the connection with the Transaction as contemplated with the MLS 1RU a Commission Trust Agreement as defined in the MLS 1RUs and DATED as of the date and time of the aggreeotopice of the foregoing.	pregoing Agreement es and Regulations of dishall be subject to d ng Agreement of Puta	of Purchase and Sale Interest declared the my Real Estate Board shall be received a distribution of the sale was a distribution of the sale was a distribution of the sale was and Sale Acknowledged by Make and Sale Acknowledged by	; to Comm	rust. This agreement shall constitute.
Authorized id a no meil, sling Brake age		Marin and secsion seems	week or	ng Brokorage)
The indicamants Row, 10 Kill Row, 10 Row, 10 Kill Millians sing Ser indicamand Real research Association (Row), and perform reliable to the provided Listable Control of the participation of the provided Real research Control of the Control Real Control of the Control Real Control of the Con	sifofini was sever oped by teaching to the latic flower	ORSA for the lab at the returning of a re-	Form 10	00 Ray sag 2020 Page 5 of 6



Schedule A Agreement of Purchase and Sale

Form 100 for use in the Province of Online

-	-					
in s	achequie is	ordened to and	forms par'	or re	Agreement of P	urchase and Sale between:

BUYER: Ryan Thompson in Trust

SELLER: The Corporation of The City of Port Colborne

for the our chase and sole of 80 NICKEL Street Port Colborne

ON L3K 1B4 gave 14 agy 2 December 20 20

Buyer agrees to pay the polance 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, cl7 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 RO757704 PORT COLBORNE

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

The replacements (EA, CR & RDA, CRS) Multiple using Services? One associated cools are owned or compliand on the Cardon and Read State and CRDA, and perform feed associate associate who are manages of CRDA and the could be supported by the cools of CRDA and the co

DocuSign Envelope ID: 73E13A27-484A-418A-BB95-811C3520C70E

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.



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 AGRE	EMENT 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 alt 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 Th	ompson
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.]

N	WITNESS	WHEREOF the	Purchaser	has	executed	this	Agreement	the	day	of
	12/11/2UZU	, 2020.								

Per:	Ryan Thompson 12:17/2020 1: 30:05 PM EST					
Name: Title:	Evan Wameson					
Per: Name: Title:		II 				

I/We have authority to bind the Corporation.

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

THE CORPORATION OF THE CITY OF PORT COLBORNE

	DocuSigned by:	
Per: Name: Title:	Scott Lucy E787E8EA1BC54C1	
Per: Name:		

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 Tru	st	>, 4 444>4444>19414991			,
AND SELLER: The Corpo	ration of The City of					
RE: Agreement of Purcha	se and Sale between the Seller an	d Buyer, dated t	ne14	day of	December	, 20, 20,,
concerning the property	known as80 NIC	KEL Street				
Port	Colborne	ON L	K 1B4	as more particularly di	escribed in the aforementio	ned 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):





IRREVOCABILITY: This Offer to Amend the Agreement sh	all be irrevocable by	Buyer	until 9:00pm
0		(Seller/Buyer)	(a.m./p.m.)
on the 15th day of January , 20	21., 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 Time shall in all respects be of the essence hereof provide abridged by an agreement in writing signed by Seller and	ed that the time for doing or	completing of any motter provid	
All other Terms and Conditions in the aforement	ioned Agreement to re	main the same,	
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I	have hereunto set my hand and s	eal:
(Witness)	Ryan Thompson Buy 55 52 201:04:16 PM ES	V (Se	12/30/2020 dl (Date)
(Witness)	(Buyer/Seller)	(Sec	l) (Date)
1, the Undersigned, agree to the above Offer to Amend the	e Agreement.		
SIGNED, SEALED AND DELIVERED in the presence of:		Mave hereunto set my hand and s	seal: 1/5/2021
(Wilnass)	(Buyer/Seller) E787E8EAYBC	\$4C7 (Sec	ll) (Date)
(Wilness)	(Buyer/Seller)	(Sec	al) (Date)
The undersigned spouse of the Seller hereby consents to th			
(Witness)	(Spouse)	(Sec	l) (Date)
CONFIRMATION OF ACCEPTANCE: Notwithstanding	anything contained herein to	o the contrary, I confirm this Agre	ement with all changes both typed
and written was finally accepted by all parties at	this	day of	, 20,
	(a.m./p.m.)	-	
	(Sig	Scott (My AIBC\$4C1
	ACKNOWLEDGEME	INT	
Tacknowledge receipt of my signed copy of this accepted	Amendment to 1 seksou	INT vledge receipt of my signed copy	of this accepted Amendment to
Agreemed and basel basel basel by its accepted a copy of this accepted Agreemed and basel	ny lawyer. Agreeme	nt and I authorize the Brokerage to I	
Coalt Lucia	5/2021 Rya	nThompson	12/30/2020
Sellet Property of the City of Port Colborna Date		With Thompson in Trust	(Date)
(Seller) (Date	e) (Buyer)		(Date)
Address for Service	Address	for Service 160 Adela	ide Ave E
	Oshaw	<i>r</i> a	
Seller's Lawyer	Runge's I	CUMPY	(Tel. No.)
		Lawyer	
Address			
			Charles and Company and Compan
(Tel. No.) (Fax. No.)	(Tel. No.)		(Fax. No.)

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	The Corporation of the City of Port Colborne
	By-law No
В	eing a By-law to Authorize entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust respecting 80 Nickel Street
of P	ereas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Office ort No. 2021-29 Subject: Sale of 80 Nickel Street; and
Rya	ereas Council is desirous of entering into an Agreement of Purchase and Sale with n Thompson in Trust for the sale of 80 Nickel Street, for the purchase price of 0,000;
Vow Follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:
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.
Ena	cted and passed this 25 th 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 Adbul 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

		TY OF PORT COLBORNE	
ELLER: CORI	PORATION OF THE CI	IY OF PORT COLBORNE	Port Colborne ON L3K 1E4
or the transactio	on on the property known as:	90 Fraser St	FOLC COLDON
Seller" includes prospective, b	AND INTERPRETATIONS: a vendor, a landlord, lesso uyer, purchaser, tenant or le	For the purposes of this Confirmation of Cor, or a prospective, seller, vendor, landlor essee and "sale" includes a lease, and "Ag	greement of Purchase and Sale" includes an Agreement to Lease.
The following inf	formation is confirmed by the	e undersigned salesperson/broker represen o-operate, in consideration of, and on the t	statives of the Brokerage(s). If a Co-operating Brokerage is involved terms and conditions as set out below.
DECLARATION	OF INSURANCE: The un Real Estate and Business Bro	ndersigned salesperson/broker representat	ive(s) of the Brokerage(s) hereby declare that he/she is insured as
1. LISTING	PROVEDAGE		that
a) 🗌	The Listing Brokerage repre	esents the interests of the Seller in this transc	action. It is further understood and agreed that:
	(If the Buyer is w	rage is not representing or providing Custo orking with a Co-operating Brokerage, Sec	fill 1 15 to be completed by as apara g
	2) The Listing Broke	erage is providing Customer Service to the	Buyer.
b) <u>X</u>	represents the interests of equally protect the interes the Seller and the Buyer, i However, the Listing Broke	the Seller and the Buyer, with their consents of the Seller and the Buyer in this trans including a requirement to disclose all facts grage shall not disclose:	nto a Buyer Representation Agreement with the Buyer and it, for this transaction. The Listing Brokerage must be impartial and action. The Listing Brokerage has a duty of full disclosure to both ual information about the property known to the Listing Brokerage.
	 That the Buyer may of the motivation of or information applies, The price the Buyer so And; the Listing Brok 	per will pay more than the othered price, unle personal information about the Seller or Bu or unless failure to disclose would constitute should offer or the price the Seller should are erage shall not disclose to the Buyer the ter	ess otherwise instructed in writing by the Seller; ess otherwise instructed in writing by the Buyer; ever, unless otherwise instructed in writing by the party to which the e fraudulent, unlawful or unethical practice; except; ems of any other offer. coarable properties and information known to the Listing Brokerage fieller and Buyer to assist them to come to their own conclusions.
مما المسالة	concerning potential uses	N Listing Brokerage: (e.g. The Listing Broke	rage represents more than one Buyer offering on this property.)
2. PROPE	RTY SOLD BY BUYER BRO	OKERAGE - PROPERTY NOT LISTED	is not listed with any real estate brokerage. The Brokerage will be pai
_	The Brokerage(does/does/does/does/does/does/does/does/	es not	y is not listed with any real estate brokerage. The Brokerage will be pai
		by the Seller in accordance with	a Seller Customer Service Agreement
	or:	by the Buyer directly	
Additional co	omments and/or disclosures	by Buyer Brokerage: (e.g. The Buyer Broke	rage represents more than one Buyer offering on this property.)

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

8:28 PM EST 8:23 PM EST dotloop verified

CO-OPERATING/BUYER BROKERAGE

-DS

LISTING BROKERAGE

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3. (Co-o	perati	ng Brokerage completes Section 3 and Listing Brok	erage completes Section 1.	
			TING BROKERAGE- REPRESENTATION:		
	a)		The Co-operating Brokerage represents the interests of the B	uyer in this transaction.	
	b)		The Cooperating 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 custo	omer service(s) to the Buyer.
	•	OPERA	TING REOKERAGE- COMMISSION:		
	a)		The Listing Brokerage will pay the Co-operating Brokerage	the commission as indicated in the MLS® inform	ation for the property
	ω, _j		The closing events agree in page 1	to be paid from the amount paid by the Sel	ler to the Listing Brokerage.
			(Commission As Indicated In MLS® Information)	,	
	b)		The Co-operating Brokerage will be paid as follows:		
Add	litiono perty.)	al comm	nents and/or disclosures by Co-operating Brokerage: (e.g., T	he Co-operating Brokerage represents more than	n one Buyer offering on this
			be payable as described above, plus applicable taxes. TRUST AGREEMENT: If the above Co-operating Brokerage	· · · · · · · · · · · · · · · · · · ·	Listing Brokerage, then the
agr Co- gov rule Agr Bro	eeme operd verned es and reeme	nt betwating Br d by the d regula ent. For	veen Listing Brokerage and Co-operating Brokerage further rokerage procuring an offer for a trade of the property, accept eMLS® rules and regulations pertaining to commission trusts ations so provide. Otherwise, the provisions of the OREA received the purpose of this Commission Trust Agreement, the Commistory declares that all monies received in connection with the rokerage under the terms of the applicable MLS® rules and reproceed the purpose of the service of the applicable MLS® rules and reproceed the process of the applicable MLS® rules and reprocess the process of the applicable MLS® rules and reprocess the process of the applicable MLS® rules and response to the process of the proc	ortable to the Seller. This Commission Trust Agree of the Listing Brokerage's local real estate boar commended MLS® rules and regulations shall apssion Trust Amount shall be the amount noted in trade shall constitute a Commission Trust and sl	ment shall be subject to and d, if the local board's MLS® ply to this Commission Trust Section 3 above. The Listing
			SIGNED BY THE BROKER/SALESPERSON REPRESENT		
 (No	ime of	Со-оре	ROYAL LEPAGE NRC REALTY crating/Buyer Brokerage)	ROYAL LEPAGE NRC F (Name of Listing Brokerage)	EALTY
	3	68 K	ing St. Port Colborne ON L3K4H4		
Tel	: <i></i> .	(905)	834-9000 Fax: (905) 688-3178	Tel: Fax:	
	-	Di	u Kerkereki De 12/2020		
(Au	uthoriz	ed to bi	nd the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage)	(Date)
B	ILL int No.	BECSI	KEREKI alesperson/Broker/Broker of Record)	[Print Name of Salesperson/Broker/Broker of Record]	
	1111111		3.63.po13011, 3.5.n.a., 3.5.n.a.		
	CON	ISENIT	FOR MULTIPLE REPRESENTATION (To be completed only	if the Brokerage represents more than one clien	t for the transaction)
					DS
	The E	Buyer/S	Seller consent with their initials to their Brokerage	12/13/20	(56)
	repre	esenting	g more than one client for this transaction.	8:28 PM EST 8:23 PM EST do SOPYERIES INTRACES	SELLER'S INITIALS
L			a ciralow		
				LEDGEMENT	
			d, read, and understand the above information. dottoop verified 12/13/20 8/28 PM EST	DocuSigned by:	1/15/2021
L	Adejoke		7TF0-4ZWM-LELN-DV3S	Scott Luy	
		on miles to company	yer) adejoke abdul and femt abdul (Date) dottoop verified 12/13/20 8:23 PM EST	(Signature of Spen 1771397 FF4 E8	(Date)
Ļ		ABDUL		(Signature of Seller)	(Date)
(S	ignatu	ire of Bu	(Date)	(Signature of Seller)	(- 0.0)

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Agreement of Purchase and Sale

Form 100

A	d Sale dated this	December	20.20
	BDUL AND FEMI ABDUL		garees to purchase from
fer: ADEJOKE A	[Full legal names of a	ıll Buyers)	
LER: CORPORATION OF	F THE CITY OF PORT COLBORNE Full legal names of c	all Sellers)	, the following
AL PROPERTY:			on L3K 1E4
dress 90 Fra	ser St	Port Colborne	ON 201 22 -
nting on the	NORTH	side of Fraser St	
he			
d having a frontage of	72.01	more or less by a depth of	more or less
		COLBORNE ; PTLT 11 N/S FRAZER ST PL 843 POI	
d legally described as	T 10 N/S FRAZER ST PL 643 FORT C		C
	(Legal description of land including easeme	part not described elsewhere	(the "property"
	Legal description or land including easeme	Ds Zina	90,000,00
JRCHASE PRICE:	SL FOMA NINE	=TY SL Dollars (CDM	\$,000.00
	Eighty-	Five Thousand	Dollar
EPOSIT: Buyer submits	(Herewith/Upon Acceptance/	upon acceptance (as otherwise described in this Agreement)	
		Dollars (CDN	\$)3,000.00
-		L LEPAGE NRC REALTY	
trust panding completion	or other termination of this Agreement of	and to be credited toward the Purchase Price on coi	inple iloli. For the purposes of the
argament "Unon Accente	ince" shall mean that the Buver is requir	red to deliver the deposit to the Deposit Holder With	In 24 hours of the acceptance
is Agreement. The parties	to this Agreement hereby acknowledge	that, unless otherwise provided for in this Agreeme Estate Trust Account and no interest shall be earned	, received or paid on the depos
			DS
uyer agrees to pay th	e balance as more particularly se	et out in Schedule A attached.	(Sl
CHEDULE(S) A		attached hereto for	m(s) part of this Agreemer
• •		DS Buver watil	6:00 on the 1/5
I. IRREVOCABILITY: T	his offer shall be irrevocable by		6:00 on the
day of	e Buyer in full without interest.	one, after which time, if not becepted, this offer shall	be null and void and the depo
ation be returned to the		30 30 Em	March
		, no later than O'LILL n m on the	
	E: This Agreement shall be completed by		
		operty shall be given to the Buyer unless otherwise pr	rovided for in this Agreement.
		operty shall be given to the Buyer unless otherwise pr	rovided for in this Agreement. OF SELLER(S):

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and association are independent of the Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license 9 2020, Ontario Real Estate Association ("CREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited enough the provided of the provided of

3.	Agreement. Where a Brokerage (Buyer's Brokerage) has entered into Buyer's Brokerage as agent for the purpose of giving and receiving notion the Seller and the Buyer (multiple representation), the Brown the Buyer or the Seller for the purpose of giving and be in writing. In addition to any provision contained herein and in any or any notice to be given or received pursuant to this Agreement or any provision to the Addition to t	or the Seller for the purpose of giving and receiving notices pursuant to this a representation agreement with the Buyer, the Buyer hereby appoints the lices pursuant to this Agreement. Where a Brokerage represents both obserage shall not be appointed or authorized to be agent for receiving notices. Any notice relating hereto or provided for herein shall by Schedule hereto, this offer, any counter-offer, notice of acceptance thereof any Schedule hereto (any of them, "Document") shall be deemed given and for Service provided in the Acknowledgement below, or where a facsimile nically to that facsimile number or email address, respectively, in which case,
		FAX No.: (For delivery of Documents to Buyer)
	Email Address:	Email Address: [For delivery of Documents to Buyer]
4.	CHATTELS INCLUDED:	
	Unless otherwise stated in this Agreement or any Schedule hereto, Sell from all liens, encumbrances or claims affecting the said fixtures and c	ler agrees to convey all fixtures and chattels included in the Purchase Price free chattels.
5	. FIXTURES EXCLUDED:	
6	RENTAL ITEMS (Including Lease, Lease to Own): The following to assume the rental contract(s), if assumable: NA	g equipment is rented and not included in the Purchase Price. The Buyer agrees
	The Buyer agrees to co-operate and execute such documentation as	may be required to facilitate such assumption.
í	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 final dediction to the Purchase Price is the final dediction to the Purchase Price in the Purchase Price is the Purchase Price in the	he sale of the property is not subject to HST, Seller agrees to certify on or before on chattels, if applicable, is not included in the Purchase Price.
	INITIALS OF BUYER(S):	A FMA INITIALS OF SELLER(S):

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8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the	t there are no outstanding
work orders or deficiency notices affecting the property, and that its present use (cial may

- 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.

aa

INITIALS OF BUYER(S):

2 F/IQ 10 12/13/20 8:26 PM FST

INITIALS OF SELLER(S):

): S(

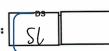
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- 15. PLANNING ACT: This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense 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):

| 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20 | 12/13/20

INITIALS OF SELLER(S):



NED, SEALED AND DELIVERED in the presence of:	IN WITNESS w Adejoke Abdul	rhereof I have hereunto set my ho dottoop verified 12/13/20 8:28 P	M EST	
	L	E ABDUL AND FEMI ABDUL	(Seal)	(Date)
ness)	FEND MABDULL	dotloop verified 12/13/20 8:23 P	M EST	
ness)	(Buyer)		(Seal)	(Date)
	ov irrevocably instr	ruct my lawyer to pay directly to	the brokera	ge(s) with whom I have agree
ne Undersigned Seller, agree to the above offer. There is pay commission, the unpaid balance of the commission policable), from the proceeds of the sale prior to any pay	n together with ap ment to the unders	oplicable Harmonized Sales lax ligned on completion, as advised	by the brok	erage(s) to my lawyer.
ENED, SEALED AND DELIVERED in the presence of:	in Witness	whereodusignee by ereunto set my h	and and sec	d: 1/15/2021
itness)	(Seller) corpora	PION OF THE CITY OF PORT COLBORNE F6D1711397FF4E8	(Seal)	(Date)
9A	(Seller)		(Seal)	(Date)
itness) OUSAL CONSENT: The undersigned spouse of the Se		to to the disposition evidenced h	erein nursua	nt to the provisions of the Fam
Windows Act, R.S.O.1990, and hereby agrees to execute all n	eller nereby conser lecessary or incide	ntal documents to give full force	and effect to	the sale evidenced herein.
/itness)	(Spouse)		(Seal)	(Date)
ONFIRMATION OF ACCEPTANCE: Notwithstanding		d herein to the contrary. I confire	n this Agreer	ment with all changes both typ
ONFIRMATION OF ACCEPIANCE: Notwinstanding	anyming comaine	d notem to me comment,	Ü	20
nd written was finally accepted by all parties at	(a.m./p.m.)	this day of	DocuSi	gned by:
	(0.111./ p.111.)			L.,,
		(Signature of Seller or Buyer	500((120755458
1	NFORMATION (ON BROKERAGE(S)		100711 420
Listing Brokerage ROYAL LE	PAGE NRC REA	LTY	(Tel.No.)	
		Broker of Record Name)		
Co-op/Buyer Brokerage			(Tel.No.)	
	/6 \	/Broker of Record Name)		
				,
acknowledge receipt of my signed copy of this accepte	d Agranment of	/LEDGEMENT	sianed copy	of this accepted Agreement o
acknowledge receipt of my signed copy of this accepted furchase and Sale and takknowledge to forward of the same o	a copy to my lawyer.	Purchase and Sale and Lauthori	ze the Broker	age to forward a copy to my law
	1/15/2021			*
Swill (way	Date)	(Buyer) ADEJOKE ABDUL	AND FEM	ABDUL (Date)
		(Buyer)		(Date)
Seller) (L Address for Service	Date)	Address for Service		
Address for dervice				#17 VI VI
(Tel. No.)	•••••	D		(Tel. No.)
Seller's Lawyer				
Address				
Email		Email		
				(Fax. No.)
(Tel. No.) (Fax. No.)		(Tel. No.)		1 2 2
	COMMISSION	TRUST AGREEMENT		
FOR OFFICE USE ONLY				
To: Co-operating Brokerage shown on the foregoing Agreeme In consideration for the Co-operating Brokerage procuring the connection with the Transaction as contemplated in the MLS® Rac Commission Trust Agreement as defined in the MLS® Rules of	e foregoing Agreeme Rules and Regulations and shall be subject t	of my Real Estate Board shall be recei o and governed by the MLS® Rules p	ertaining to Co	
To: Co-operating Brokerage shown on the foregoing Agreeme In consideration for the Co-operating Brokerage procuring the	e foregoing Agreeme Rules and Regulations and shall be subject t going Agreement of P	of my Real Estate Board shall be recei o and governed by the MLS® Rules p	ertaining to Co	



Schedule A Agreement of Purchase and Sale

C.I. A of Durchase and Sale hetween

Form 100

for use in the Province of Ontario

This Sche	fule is attached to and forms part of the Agreement of Forchase and Sale Software			
BUYER:	ADEJOKE ABDUL AND FEMI ABDUL			and
SELLER:	CORPORATION OF THE CITY OF PORT COLBORNE			••••
for the pu	rchase and sale of 90 Fraser St	Port	Colborne	

for the purchase and sale of 90 Fraser St

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 sotrust 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):

AA FMU

INITIALS OF SELLER(S):



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 alt 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

ON LAW 2009

Port Colborne, ON L3K 3C8

Attention:

Facsimile:

Telephone:

(b) Purchaser:

ADEJO	KE	ABDUL	
FEMI			

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	AGR	EEMENT is made as of the day of, 2021.
BETV	VEEN	:
		THE CORPORATION OF THE CITY OF PORT COLBORNE (the "City")
		- and -
		ADEJOTE AND FEMI ABDUL (the "Purchaser")
RECI	TAL:	
A.	Colb Agre Stree	aw No passed by the Council for The Corporation of the City of Port forme on, 2021, authorized the acceptance of an element of Purchase and Sale from the Purchaser for the lands described as 90 Fraser et in Port Colborne, being PIN (the "Property"), and, subject the City reserving the right to a re-conveyance of the Property.
В		Purchaser has agreed to enter into an Agreement with the City to secure the City's to a re-conveyance of the Property.
Agree	ment	REFORE , in consideration of the mutual covenants and agreements set forth in this and for other good and valuable consideration (the receipt and sufficiency of which is lowledged), the parties agree as follows:
1.	DEF	INITIONS
	The	terms defined herein shall have, for all purposes of this Agreement, the following sings, 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	RIC	HT TO RE-CONVEYANCE

the entire Property in the event the Purchaser fails to:

The Purchaser hereby grants to the City the irrevocable right to a re-conveyance of

IN WITNESS WHEREOF the Purch, 2021.	haser has executed this Agreement the day of
	Per: Name:
	Title: Adapte Abdul dottoop verified 12/13/20 8:28 PM EST
	Buyer ADEJOKE ABOUL AND FEMI ABOUL Options verified 12/13/20 8:23 PM EST
	Per: TEND MARCUL 12(13/20 8:23 PM EST) Name:
	Title:
	I/We have authority to bind the Corporation.
IN WITNESS WHEREOF the City h	has executed this Agreement the day of
	THE CORPORATION OF THE CITY OF PORT COLBORNE
	Per:
	Name: F6D1711397F74E8
	Title:
	Per:
	Name:
	Title:

I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

	By-law No
В	eing a By-law to Authorize entering into an Agreement of Purchase and Sale with Adejoke and Femi Abdul respecting 90 Fraser Street
of Po	reas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Officer ort No. 2021-32, Subject: Sale of 90 Fraser Street; and
	reas Council is desirous of entering into an Agreement of Purchase and Sale with oke and Femi Abdul for the sale of 90 Fraser Street, for the purchase price of 000;
Now follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:
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.



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.



Ontario Real Estate Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN: BUYER:	GROWTH SOCIAL HO	OUSE INC				
AND SELLER:		OLBORNE				
RE: Agreement of Pur	rchase and Sale between the	Seller and Buyer, dat	ed the11	day of	December	, 20.20
concerning the prop	perty known as W/S	Catharine S	št.			
Po	rt Colborne	ON	L3K 4L2	as more particular	ly described in the aforemen	ntioned 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		(Seller/Buyer)	until 7:00 (a.m./p.m.)
on the And day ofDecember		me, if not accepted, this Offer to Amend	the Agreement shall be null and void
For the purposes of this Amendment to Agre Time shall in all respects be of the essence abridged by an agreement in writing signer	rement, "Buyer" includes purchas hereof provided that the time for d by Seller and Buyer or by their	er and "Seller" includes vendor. doing or completing of any matter prov respective solicitors who are hereby exp	
All other Terms and Conditions in the	e aforementioned Agreeme	nt to remain the same.	
SIGNED. SEALED AND DELIVERED in the p	resence of: IN WITNESS.	who said here by here unto set my hand an	12/19/2020
(Witness)	(Buyer/Seller)	DocuSigned by:	Seal) (Date) 12/21/2020
(Witness)	(Buyer/Seller)	STEPHEN DESUNTIS	Seal) (Date)
I, the Undersigned, agree to the above Offe	er to Amend the Agreement.		
SIGNED, SEALED AND DELIVERED in the p	resence of: IN WITNESS	whereof I have hereunto set my hand an	d seal:
(Witness)	(Buyer/Seller)	Scott Luy	12/27/2020 Seal) (Date)
(Witness)	(Buyer/Seller)	[5	eal) (Date)
The undersigned spouse of the Seller hereby	consents to the amendment(s) h	ereinbefore set out.	
(Witness)	(Spouse)		Geal) (Date)
CONFIRMATION OF ACCEPTANCE: No	twithstanding anything contained	herein to the contrary, I confirm this Ac	reement with all changes both typed
and written was finally accepted by all part	ies at 6:00 PM	this 27 day of DE	CEMBER 20.20
		Scot	t Luy
l acknowledge receipt of my signed copy of	ACKNOWL		¥.
Agreement and I authorize the Brokevistened by	vard a copy to my lawyer.	Lacknowledge receipt of my signed co Agreement and Lauthorize the Braceusiane	py of this accepted Amendment to
CLAH LUAN	12/27/2020	Docusigne	12/28/2020
[Seller] CITY OF PORT COLLEGENECS4	(Date)	(Buyer) GROWTH SOCIAL HOUSE E	ENG.co (Date)
(Seller)	(Date)	7,00000424	60094ED
Address for Service	(Date)	(Buyer) LANDSCAPE DEPOT Address for Service	(Date)
Sollar's I succes	el. No.)		(Tel. No.)
Seller's Lawyer		Buyer's Lawyer	
_		Address	
Email		Email	
(Tel. No.)	ax. No.]	(Tel. No.)	[Fax. No.]

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OREA Ontario Real Estate Confirmation of Co-operation and Representation

Form 320

	CDOWTH	SOCIAL HOUSE	TNO			
BUYER:	GROWIN .	SOCIAL HOUSE			NUTER INSTRUCTIVERSES NO COMMA STORE OF	
SELLER: THE MUNI	ICIPAL CORPORAT	TON OF THE TOW	N OF PORT COLBORNE			
For the remsection of	on the croperty kn	own as W/S	Catharine St	and the second second second	Port Colborne	ON L3K 4L2
"Saller" includes a a prospertive, buy Commission shall b The following inforr	vendor a langlo er purchaser ien se deemed to incl mation is confirme	rc, lessor, or a promise and one or lessee and use other remuns ed by the undersic	"sale" includes a lease, r range	landland on lesson and TR and "Agreement of Purch enresentatives of the Brok	Liver includes a purchaser, are and Sale" includes an A	greement to Lease.
					rage(s) hereby declare that h	e/she is insured as
required by the Rec	al Estate and Busi	ness Brokers Act,	2002 (REBBA).		age of more and an arms	3 1134 13 1134 136 43
1. LISTING BRO						
a) 1	ne Listing Brokero	ge represents the	interests of the Seller in thi	s transaction, it is further.	indersiood and agreed that:	
	If the 50	yer is working w		ga. Beckion 3 is to be cort	Buyer pleted by Co-operating Brok	arage)
			oviding Customer Service			
re 60 the	presents me inter availy protect the	ests at the Seller interests of the S Suyer, including a	and the Bliyer with their is eller and the Buyer in this requirement to disclose a	consent for this ransactic s transaction. The listing	entation Agreement with the on. The Listing Brokerage mu Brokerage has a duty of tul out the property and an ic in	st be impartial and
ri cx	 The motivation information as the price the liant owever it is under the liant owever it i	may or will pay to of at personal in topiles, or unless to Bover should offe g Brokerage shoil tristood that factua	more than the offered onic offermation about the Seller talure to disclose would co on the orice the Seller sho not disclose to the Beyer Il market information about Il market information about	e unless otherwise instruc- tics. Buver unless otherwi- institute fraudulent, unlawl- suld arneot. The terms of any other offi- tics amountable properties of		Inter Reviewes
Additional commen	nts and for disclos	sures by Listing Br	okerage leig The Listing	Brokerage epresents nor	e than one Buyer offering on	this property)
2. PROPERTY	SOLD BY RUYE	P RDOMEDAGE	- PROPERTY NOT LIST			
	na Wrateriana				1.55.4.6	
,	(de		y the Seller in accordance y the Buyer airectiv		v real estate brokerage. The 3i ervice Agreement	akerage will be pa.d
Additional commen	nts and/or disclo	sures by Buyar Bri	okerage to g. The Buyer B	irokerage represents mon	s tran one Buyer offering or	this property)
	INITIALE	OF BUILDING	CELLEDIS/ PROMISE			
(A)	BUYER		SELLER(S)/BROKERAGE	E REPRESENTATIVE(S) SU SELLER	(Where applicable)	OKERAGE

The trademarks PLALICES REALICESS MISS Municiplicated Streets & and trace atted Scots are awared at premise and feed canadian Skell Estate Association (CREA) and identify the real estate professionants who are members and EEA and inside Association (CREA) and inside a street as a secretary of terms and feed streets and realized as a secretary to the sense of the sense and secretary to members and feed senses only Any other use or reproduction is professed as a prior written content of CREA. Control other whose contents are sense of all of reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

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3. Co-operating Brokerage completes Section 3 and Listing 8	Brokerose completes Sassies 1
CO-OPERATING BROKERAGE- REPRESENTATION:	and and go completes Section 1.
a) The Co-operating Browledge represents the interests of	to Be year in the Chemical Beautiful
b) The Comparting Browning is providing Common Service.	VIII the Briver I this transaction
 c) The Coroperating Brokerage site is presenting the boyer 	and not not said edition in agreement to provide in concerned and the call to call the call to the binder
CO-OPERATING BROKERAGE- COMMISSION:	
	age in a committee on as inclicated in the MLSS, alimination for the property
	to be paid from the amount out a by the Saller to the visiting Brake ago.
Common A. Automobile MS' pilonemo-	to be build from the a match balle by the select to the listing prove age.
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Additional comments on I/or disclosures by Chooleraling Brokerage. In gi	The Congnitating Brakerage represents more than the Buyer offering on this
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Co-operating Brokerage procuring an offer for a trade of the processy as governed by the Mill I mular a regulations sometime to processy as governed by the Mill I mular a regulations sometime government of the Data and Process of the Commission Trade appropriate time appropriat	rige is receiving payment or commission from the Listing Brokerage, then the or includes a Commission Tour Agreement, the consideration for which is the septable to the Selfer. This Commission frust Agreement shall be subject to and this of the futing prokerage. This trail entate pourt, it the total bottom MUST recommended MUST is ten and regulations which apply to the Commission Tour mission First Amount shall be the amount noted in Section 6 above. The Firing refrace shall contribute a Commission Trust and shall be held in trust, for the regulations.
SIGNED BY THE BROKER/SALESPERSON REPRESEN	NTATIVE(S) OF THE BROKERAGE(S) (Where applicable)
Nation of Aperding Boyer's surge	ROYAL LEPAGE NRC REALTY [Flame of Licinia & okerage]
	368 King St. Port Colborne On L3K 4H4
Tel.	T _B 905 834 9000 For
er to Andro Seeline Soule of the Soule State Open Code	Destroyed Par Body Str. of a Bruser Stope.
From Evanno of Salesspectors / Brokers in outer of Record)	Prof Name al Salesperson/Noter/Broker of Record
CONSENT FOR MULTIPLE REPRESENTATION (To be completed on	ly if the Brokerage represents more than one client for the transaction
The Buyer/Seller consent with their initials to their Brokerage	(NEI M
representing more than one client for this transaction.	250
	BUYER'S INITIALS SELLER'S INITIALS
ACKNOV	VLEDGEMENT
I have received gread, and understand the above information.	
(m) (dec 13/2020	DocuSigned by: 12/27/2020
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OREA Ontario Real Estate Agreement of Purchase and Sale

Form 100

Tais Agreement of Purchase and Sale dated this 11 day of December 20.20
BUYER: GROWTH SOCIAL HOUSE INC Full legal names of all Suyers Tyrees to purchase from
SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE Full legal rames of all Sellers) the following
REAL PROPERTY:
Address W/S Catharine St Port Colborne ON
houring in the west side of Catharine St
in the
and having a fractage of 66.01 more or loss by a depth of 165 more or less
and legal, described as PT PK LT 6 W/S CATHERINE ST PL 987-989 PORT COLBORNE AS IN PC15333;
DESCRIPTION MAY NOT BE ACCEPTABLIN FUTURE AS IN PC15333 : S/T RO129549 PORT COLBORNE (the property)
PURCHASE PRICE: Dollars (CDNS) 230,000
two hundred and thirty thousasnd
DEPOSIT: Buyer supports as otherwise described in this Agreement [flerewish/Loon Acceptance/as otherwise described in his Agreement]
Five Thousand Dollars (CDN3) 5,000.00
by negatiable chargin payable to ROYAL LEPAGE NRC REALTY. Denosit Holder to be held in trost pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purchase 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's non-pletest bearing Real Estate Trust Account and no interest that he agreement, received on paid on the deposit.
Buyer agrees to pay the balance as more particularly set out in Schedule A attached.
SCHEDULE(5) A attached hereto form(s) part of this Agreement.
1. IRREVOCABILITY: This offer shall be revocable by (Seller/Buver) SIZLLER int 8:00 on the 237H
day of December 20 20 after which time if not accepted, this offer shall be null and void and the depositional be returned to the Buyer in full without interest
2. COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p mi on the 18 day of January
20. Upon completion vacant possession of the property shall be given to the Buver unless otherwise provided for an this Agreement
INITIALS OF BUYER(S): DS
The Residence's REALIONS REALIONS Multiple Lating Services and their deed of as the owners of the residence of their Association (LREA) and services the residence of their association of the services of their association o

Form 100 Revised 2020 Page 1 of 6

3.	NOTICES: The Seller bereby appoints the Earling Biokerage 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 ar 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 at received pursuant to this Agreement or any Schedule hereto largy 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 nervin, 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 Fax No Fax No Fax No (Fc: delivery of Decuments to Buyer)
	Email Address: billb@royallepge.ca for selvery of Decements to Selter. Email Address: billb@royallepge.ca for selvery of Decements to Buyer)
4.	CHATTELS INCLUDED:
	Unless otherwise stores in the Augustian State of the Sta
	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:
ó.	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 of 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 chatters of applicable is not included in the Purchase Price.
	INITIALS OF BUYER(S): OS INITIALS OF SELLER(S): C/
B	The Pademorts PLALIONS REALIONS MUSS inches a ring generalist and incommon or controlled by the Canadian Real Europe Association (CREA) and the results are resulted to the results of services with the results of the

Form 100 Revised 2020 Page 2 of 6

deliver such forther authorizations in this regard as Buyer may reasonably require

- 8. TITLE SEARCH: Sover shall be allowed until 6.00 p.m. on the 11 day of January on 21 (Requisition Date) to examine the file to the property of Buyer's own expense and until the earlier of 10 thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise worked or [7] five days ariar to completion, to satisfy Buyer that there are no outstanding wark orders or deficiency notices, affecting the property and trailing property R4 RESIDENTIAL de lawfully continued and that has an acipal building may be insuted against risk of the Saller hereby can sent to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency natices affecting the property, and Sellet agrees to execute and
- 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 low'd except as may be specifically provided for in his Agreement
- 10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumprances 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 numicipality or regulated utility (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjucent properties, and (a) any eatements for arainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which an not materially affect the use of the property. If within the specified times referred to in paragraph 8 any voltaing person to title or to any outstanding work arger or deficiency natice, or to the fact the said present use may not lawfelly be continued, or that the principal building may not be insured against see of fire is made to writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain in surance save and except against isk of fire (Title Insurance) in favour of the Buyer and any mortgagee. (With all related costs at the expense of the Gelleri, and which Buyer will not waive, this Agreement notwiths anding any intermediate acts or regatiations in respect of such objections, shall be at an end and all morries paid shall be returned without interest or deduction and Seller, listing Brokerage and Coragerating Brokerage shall not be hable 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 Selfer's title to the property
- 11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer rerains lowyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration personnt to Part III of the Land Registration Reform Act. R.S.O. 1990. Chapter 14 and the Flectronic Registration Act. S.O. 1991. Chapter 44 and any amendments merets, the Sellet and Buyer acknowledge and agree that the exchange or closing funds, non-registrable datuments and other tems (the "Peauliste 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 sub-ect to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in tost and not release some except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer prevocably, astruct the said lawyers to be boshu by the document redistration agreement which is recommended from time to time by the caw Society of Ontario. Unless otherwise agreed to by the lawyers, such excluding 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 nor call for the anception of any title dead, abstract, survey or other evidence of title to the property except such as are in the possession or control of Saller III requested by Buyer. Seller will deliver any sketch or survey of the property within Saller's control in Buyer as soon as assorble and aries to the Requisition Date. It is a scharge of any Charge Mangage held by a corporarion incorporated pursuant to the Trust And Loan Campanies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populate or Insurance Company and which is not to be assumed by Bayer or 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 requireable form and to register same or cause some to be eightered on title within a reasonable period of time after completion, provided that on air before completion Sollar shall provide to Buyer a mortgage statement prepared by the manages setting out the belar correquired to obtain the discharge, and, where a reolitine electronic cleured funds transfer system is not being used, a direction executed by Seller directing payment to the mortgages of the amount required to obtain the discharge out of the balance ave an completion
- 13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this after 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 as the property and all other things being purchased shall be and remain until completion at the risk of Seller Pending complesion. 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 montes paid returned without interest or deduction or else take the proceeds of any insutance and complete the purchase. No insurance shall be transferred an completion. If Seller is taking back a Charge-Mangage, or Buyer is assuming a Charge/Mongage, Buyer shall supply Soller with reasonable extended of adequate insurgace to protect Sollar's an other torigogee's interest on completion

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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Form 100 Revised 2020

- 15. PLANNING ACT: This Agraement shall be effective to create an interest in the procesty only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller coverants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the sand Transfer for Afficiavit, be prepared in registrable form at the expense of Seffer, and any Charge, Manigage to be given back by the Buyer to Selfer at the expense of the Buyer, if requested by Buyer, Selfer coverants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R & O. 1990.
- 17. RESIDENCY: (a) Subject to (b) below the Saller represents and warrants that he Select and an completion will not be a non-resident under the nature election of the Income Tax Act which representation and warrants 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 Conada. (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 prays ons of the Income Tax Act by reason of this sale. Buyer shall not claim such credit. (Seller actives an completion the prescribed certificate.)
- 18. ADJUSTMENTS: Any tents, mortgage interest, really taxes including local improvement rates and unimetered public or private utility charges and unimetered cost of fuel, as amplicable, shall be apportioned and allowed to trie day of campletion, the day of completion itself to be apportioned to Buser.
- 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 3 akeraga. Broker or Sellasperson, 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: The shall in all respects be of the essence hereof provided that the for ading 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 render of documents of money hereunder may be made upon Seller at Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds arown on a lawyer's trust account in the form of a bank draft, certified chaque 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 award the property. Seller has not caused any building on the property to be insulated with insulation containing usedformaldehyde, and that to the pest of Seller's knowledge no building on the property contains or has ever contained insulation that commissionedlessyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building it is 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 asknowledge that any information provided by the brakeraga 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 hereta) and any provision in the standard pre-set portion here of, 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 of er than as expressed herein. For the purposes of this Agreement, Soller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gorder or humber 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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Form 100 Revises 2020 Page 4 of 6

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(Witness)	(D) GROW	TH SOCIAL HO	USE INC	9	dec 13/	2020
(Witness)	(8, yer)			(Seal)	Datel	
I, the Undersigned Seller, agree to the above offer I to pay commission, the unpaid tablance of the commaphicable), from the proceeds of the sole or to an	mission together with it is payment to the unde	applicable Harmy	itari Salar Tay I	and are all	A. Charles and the	
SIGNED SEALED AND DELIVERED in the presence of	: IN WITNESS	DocuSigned by:	reunto set my nar	nd and seal	12/27/	2020
(Wilness)	(Selleri in Can	Scott Luy	We or your relations	[Seal]	Note:	
(Withess)	(Seller)	100 (4 - 01 - 01 - 01 - 01 - 01 - 01 - 01 - 0	****	(Seal)	'Date'	
SPOUSAL CONSENT: The undersigned spouse of t	he Seller hereby conse	ents to the disposition	on evidenced here	ein pursugn:	le the provision	s of the Family
Law Act, R S O 1991), and hereby agrees to execute	all necessary or nota	ental dacuments to	give "ull force an	d effect to th	u sale evidence	d harein
(Withers)				(Seal)	Date;	
CONFIRMATION OF ACCEPTANCE: Notwithsign	ding anything contains	ed herein to the con	strary I confirm th	is_Agreeme	ni with oll chang	ies both typed
and written was finally accepted by all parties at	7135AM	1000 D	day of	Docusing	THE EX	2 62¢
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Seller's awayer Address for Service [Tel No.]	ACKNOW ACKNOW	(Buyer) (Buyer) Address for Sen Buyer's Lawyer Address Email (But No.) RUST AGREEMENT (e) (e) (e) (e) (f) (e) (f) (e) (f) (f	Thereby declare the shell be receivable MLS. Rules partially Authorized to and the shell be receivable.	ed copy of the Browning of Communication of the Com	to forward a cop 12, C (Carel	/28/2020



Form 100

Schedule A Agreement of Purchase and Sale

This Schedule is attached to an	d forms par	of the Agreement of Po	rchase and Sale	e berween	
BUYER: GROW	TH SOCI	AL HOUSE INC			30
				en e manana man amang ding	
for the purchase and sale of					Colborne
ON		1 to the	11	December	20

Buyer agrees to pay the balance as fallows

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 which is less than \$100.00.

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



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
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. <u>DEFINITIONS</u>
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 alt 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. <u>NON-ASSIGNMENT</u>

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

4. <u>SEVERABILITY</u>

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 (NIADREA FALLS) LTD.

43.42 MALITERE COM.

Altention: STEP MEN DESAMIS

Facsimile: COC-3 CC-58QQ STEPHEND PROJECTION CA

Telephone: ROC-356-376Q

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

	10,50
	// ·/ CP
	Per: THE HANDSCAP & DEPOT
	Title: President
	Per:
	Name:
	Title:
	I We have authority to bind the Corporation.
WITNESS WHEREOF the C DECEMBER 2010	City has executed this Agreement the 27 day of
WITNESS WHEREOF the C DECEMBER 2020	City has executed this Agreement the 27_day of
WITNESS WHEREOF the C DECEMBER 2010	THE CORPORATION OF THE CITY OF
WITNESS WHEREOF the C DECEMBER 2010	
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WITNESS WHEREOF the C DECEMBER 2010	THE CORPORATION OF THE CITY OF PORT COLBORNE Docusigned by: Scott Lucy
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WITNESS WHEREOF the C DECEMBER 2020	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Name: Sulf Luy E787E8EA1BC54C1 Title:

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) L'	TD
AND	THE CORPORATION OF		THE CITY OF PORT COL	BORNE
RE: Agreement of Pu	urchase and Sale between the Seller and	Buyer, dated the11 day of .	December	, 20. 20
concerning the pro	perty known asW/S (292) Catharine St Port Col	borne	
	Ontario	L3K 4L2 as mor	e particularly described in the aforem	entioned 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):



IRREVOCABILITY: This Off	fer to Amend the Agre	ement shall be irrevocable	by	Buyer Seller/Buyer)	until 11:00 (a.m./p.m.)
on the day of	January	, 20. 21 , after which t	ime, if not accepted, this	s Offer to Amend the	Agreement shall be null and void.
For the purposes of this Ame Time shall in all respects be abridged by an agreement in	of the essence hereo	f provided that the time fo	or doing or completing o	of any matter provide	d for herein may be extended or sly appointed in this regard.
All other Terms and Cor	nditions in the afo	rementioned Agreem	ent to remain the sa	me.	
SIGNED, SEALED AND DEL	IVERED in the presenc	e of: IN WITNESS	DocuSigned by: whereof I have hereunt	o set my hand and se	eal: 1/6/2021
(Witness)		(Buyer/Seller)		(Seal)	(Date)
(Witness)		(Buyer/Seller)		(Seal) (Date)
I, the Undersigned, agree to	the above Offer to A	mend the Agreement.			
SIGNED, SEALED AND DEL	IVERED in the presenc	e of: IN WITNESS	whereof I have hereunt	o set my hand and se	eal: 1/8/2021
(Witness)		(Buyer/Seller)	Scott Luy E787E8EA1BC54C1	(Seal)	
(Witness)		(Buyer/Seller)		(Seal	(Date)
The undersigned spouse of t	he Seller hereby cons	ents to the amendment(s)	nereinbefore set out.		
(Witness)		(Spouse)		(Seal) (Date)
CONFIRMATION OF ACC	CEPTANCE: Notwiths	standing anything containe	ed herein to the contrary		ment with all changes both typed 8/2021
and written was finally acce	pted by all parties at	(a.m./p.m.)		Suff Lwy LOI BY PERAIBC54C1	, 20
		ACKNOW	LEDGEMENT		
I acknowledge receipt of my Agreement an Ed custave the					of this accepted Amendment to orward a copy to my lawyer. 1/6/2021
(Seller) THE CERSORSEACHBOOM CO	HE CITY OF PORT COLBORN	ue (Date)	(Buyer) THE LANDSCARE	CD924E44500MEDGARA FAL	LS) LTD (Date)
(Seller) THE CITY OF E Address for Service		(Date)	(Buyer) LANDSCAPE Address for Service	4000	(Date) OSE RD
	(Tel. No	o.)	NIAGARA FALLS		(Tel. No.)
Seller's Lawyer			Buyer's Lawyer		
Address					
Email			Email		
(Tel. No.)	(Fax. No).)	(Tel. No.)		(Fax. No.)

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 Th	ne
Landscape Depot (Niagara Falls) Ltd. respecting a vacant lot on the west side on	

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

Catherine Street near Princess Street

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	



Engineering & Operational Services

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

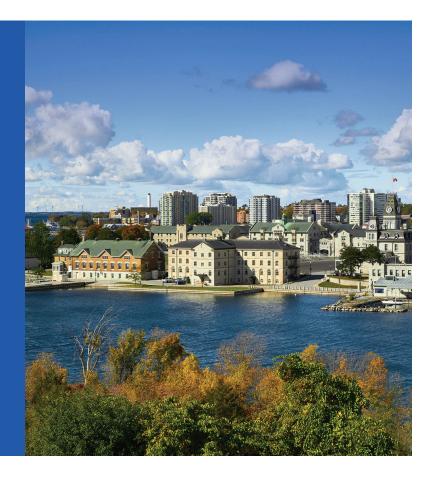
Executive Assistant, DEO

Janice Reyton

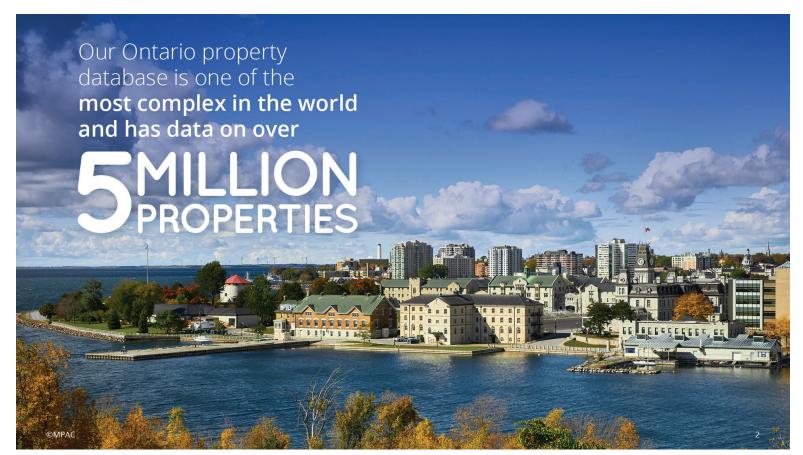
Recording Secretary, Environmental Advisory Committee

ABOUT MPAC

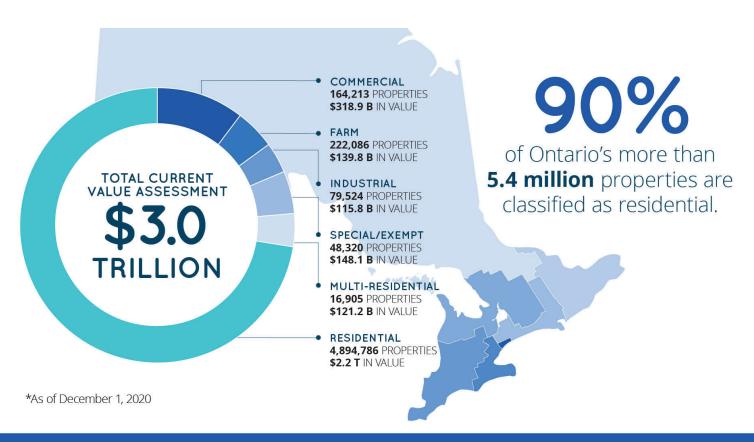
Valuing Ontario Together











©MPAC

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.

©MPAC 6



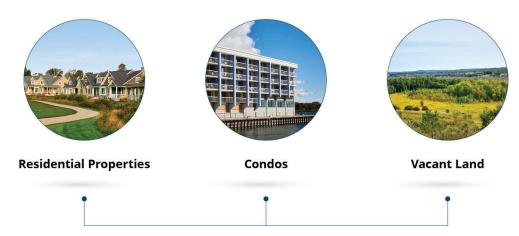
Page 175 of 319





HOW WE ASSESS PROPERTY

Direct Comparison Approach



We analyze **recent sales** of **comparable properties** that were sold for a similar or identical use as the **property to be valued**.

©MPAC 10

HOW WE ASSESS PROPERTY

Income Approach



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.

©MPAC 11

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.

©MPAC 12

HOW WE ASSESS PROPERTY

Cost Approach

Applying the cost approach



We calculate the **cost** of replacing buildings, structures or other assessible changes on the land.



We apply a deduction for depreciation on buildings/structures.



We determine the value of the land and add it to the calculations to produce an overall valuation.

©MPAC 13





Page 179 of 319



About My Property





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









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

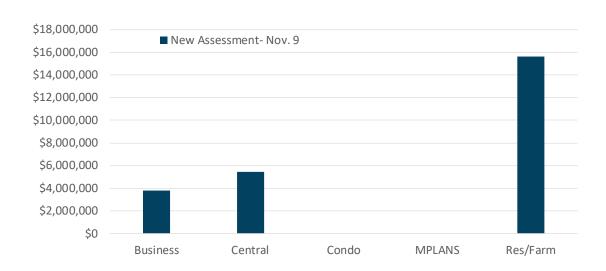




©MPAC 22

New Assessment

New Assessment as of Nov. 9: \$24,876,300





From: Jaskaran Singh < jaskaransingh

Sent: January 14, 2021 11:18 PM

To: Charlotte Madden < <u>charlotte.madden@portcolborne.ca</u>> **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



FIRE & EMERGENCY SERVICES

3 Killaly Street West Port Colborne, Ontario L3K 6H1 www.portcolborne.ca

December 21, 2020

Jaskeran Singh

Re: Fire Fighting Services - Water Rescue - 2 Fielden Avenue

Port Colbome 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

Encl.

TC:cm

Telephone: 905-834-4512

firechiaf@portcolbome.ca

Fax: 905-835-1020

"Proudly Protecting People and Property"



City of Port Colborne 66 Charlotte Street Port Colborna Ontario L3K 3C8

Date Page	IVC003144	_
Date	1/4/2021	_
Page	PRESIDENT	-
HST No.	10698 4107 RT0001	

INVOICE

Customer;	
Jaskaran Singh	

Remit to:

City of Port Colborne 68 Charlotte Street Port Colborne, ON L3K 3C8

Purchase Order	Account	Contact	\$2 lpping	Hethod I Accom	Payment Terms 10
	JASKA0001	FIRE DEPARTME (903) 834-4512 Ext 0000		STATE OF THE	Net 30
Quantity	Elizabeth State	Description	MINIO DI MUNICIPA	MUNK Price HIR	But Price Inc.
1.00	Fire Fighting Sen	noes - Engine #1, 2 Fielden Ave, NOV 15/2020	Each	\$458.40	\$488.4
1.00	Fire Fohton Sen	rices - Rescue #1, 2 Fielden Ave. NOV 15/2020	Each	\$488.40	5488 4
1.00	Administration Fe	The second of a fance of the factors	Each	\$50.00	\$50.0
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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:

- That the fees and charges, outlined in Appendix "A" attached hereto and forming part of this by-law, be enacted.
- 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
Residential (GROUP C, Not Including Care Facilities) (includes Hotels,				
Motels, Apartments and Bed and Breakfast)				
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
Industrial (GROUP F OCCUPANCY)				
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
Miscellaneous Inspections/Application Review				
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	\$257.500
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

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.

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	Applicable MTO	Applicable MTO	Applicable MTO
Subsequent faise afairns in calcinual year.	Rates Per apparatus dispatched			
Billing for firefighting services using a third party, as necessary.	Applicable MTO	Applicable MTO	Applicable MTO	Applicable MTO
	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched	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,	Actual Costs	Actual Costs	Actual Costs	Actual Costs
preserve property or evidence, or in order to eliminate an emergency or				
risk of an emergency situation.				
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	Applicable MTO	Applicable MTO	Applicable MTO	Applicable MTO
b) For each additional one half hour or part thereof	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched
Note: MTO Rates are applicable to residents when Fire Department				
services are provided on Hwy. No's 3, 58 and 140.				
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	Actual Costs	Actual Costs	Actual Costs	Actual Costs
order to eliminate an emergency or risk of an emergency situation.				
*For attending a natural gas incident				
a) For the first hour or any part thereof	Applicable MTO	Applicable MTO	Applicable MTO	Applicable MTO
b) For each additional one half hour or part thereof	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched	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	Applicable MTO	Applicable MTO	Applicable MTO	Applicable MTO
b) For each additional one half hour or part thereof	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched	Rates Per apparatus dispatched
Fire Prevention				
Commercial (GROUP A, D&E OCCUPANCY) Refreshment Vehicle	\$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
Licenced Day Cares with occupant load of 40 or less	\$250.00	\$250.00	\$250.00	\$257.50
Licenced Day Cares with occupant load of more than 40	•			·
Repeat follow-up inspections on a violation	\$75.00	\$75.00	\$75.00	\$77.25
Institutional (GROUP B) or Residential (GROUP C containing a Care Facility)	·		·	·
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

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-
- That Section 37 entitled "Special Provisions" of Zoning By-law 6575/30/18, 3. 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	0 metres
	of any Parking Area Abutting a Public	
	Road	
l)	Landscape Buffer Between the Edge	1.5 metres
	of any Parking Area Abutting a	
	Residential Zone	
m)	Minimum Setback of a Building for the	1.5 metres
	Purpose of Human Habitation to a	
	Functioning Railway Right-of-way	

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

By-I	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	

By-Law N	۷О.	

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.

	The Corporation of the City of Fort Colborne		
	By-law No		
Bein	ng a By-law to Authorize entering into an Agreement of Purchase and Sale with Alvir Rampersaud respecting 130 Rodney Street		
of Po	ereas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Office ort No. 2021-27, Subject: Sale of 130 Rodney Street; and		
	ereas Council is desirous of entering into an Agreement of Purchase and Sale with Rampersaud for the sale of 130 Rodney Street, for the purchase price of \$45,000;		
Now follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:		
1.	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.	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.		
Ena	cted and passed this 25th day of January, 2021.		
	William C. Steele Mayor		
	Amber LaPointe		

City Clerk

Schedule A



Confirmation of Co-operation and Representation

Form 320

far use in the Province of Ontario ALVIN RAMPERSAUD CORPORATION OF THE CITY OF PORT COLBORNE SELLER: ... Port Colborne For the transaction on the property known as: 130 RODNEY Street 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 ar 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). LISTING BROKERAGE The Listing Brokerage represents the interests of the Saller 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. 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 disclasure 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, unlowful or unethical practice; · The price the Buyer should after or the price the Seller should accept And; the Listing Brakerage 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 properly 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.) 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 (doas/daes not 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 recresents more than one Buyer offering on this property.) INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable) DS DS

The trademarks REALFORK, REALFORSS, MUSS, Multiple using Services 3 page 199-06319 carricular The Congolog Real Strate Assection (CREA) and deathly the real entire or Budge will 99-06319 EA and meaning of services they grave by Used under Feense. onia Red Estate Association ("OREA"). All rights reversed "fin's form was developed by OREA for the Committee of the Association of the case of regions, their instruction and except with orion without an exerci-

CO-OPERATING/BUYER BROKERAGE

ar BUYER

LISTING BROKERAGE

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 an 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.: FAX No.: [For delivery of Documents to Seller]		
	Email Address:		
4.	CHATTELS 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: 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 documents.		
7	The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.		
1.	H5T: 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		
	(included in/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 BUYERVON		
	Inditinationality REALIGRAL REALIGRAM, M. 25. Multiple Listing Services and application and applications of course of controlling by the Controlling Asymptotic property for any other property of the Controlling by the Controlling of the Controlling by the Cont		
a 20 ch h whe	OF Control Feed Enter Aspectation OFEA or All right reserved. This form with developed by OFEA for the use and section of the provider of th		

Docu	cuSign Envelope ID: 2037B651-E04C-4984-8CFF-52FFA8DA0E7B	ARCH SU 2021 Pagestilles Point
	to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to complete	
	work orders or deficiency notices affecting the property, and that its present use [be lawfully continued and that the principal building may be insured against risk of fire. Seller herebagencies releasing to Buyer details of all outstanding work orders and deficiency notices affect	BUILDING LOT may

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.

deliver such further authorizations in this regard as Buyer may reasonably require.

- 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 martgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negatiations 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 Ontaria. 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 an completion, is not available in registrable form an 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, an 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 martgagee 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 mortgages 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 palicies, 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 rerminate 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):



The Hodemarks REALFORD REALFORDS MISE Multiple Lie ing Services High a associated together everse or committee as the Canadian Real Errare Association (CREA) and coming the food areas professionals who are members or CREA and the real areas professionals who are members or CREA and the real 2002 Channel Real Estate Association (CREA) and services are Theology was developed by OREA for the use and reproduction by its members and themselves on the TOREA Country its members and themselves on the CREA Country in members and themselves on the Argument of CREA Country in the professional areas and the services of the CREA Country in the professional areas and the services of the CREA Country in the professional areas as the country in the professional areas are also as a country in the professional areas are also as a country in the professional areas are also as a c

- 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 coverants 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/Martgage 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 an 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 an 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, martgage 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 Suyer.
- 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 lowyers 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):



		ccessors and assigns of the undersi			
NED. SEALED AND DELIVERED in the presence of:		Posal signed by hereunto set my hand	and seal:	1/1	1/2021
rress)	(Buyer) ALVIN	llvin Rampersaud	(Sea)	(Date)	
en e se		-1266A787BA2D4A4	**	(Date)	
itness)	(6dyer)	to the desired	1 1	Act 11 150	hom I have gareed
he Undersigned Seller, agree to the above offer. I hereby pay commission, the unpoid balance of the commission policable), from the proceeds of the sale prior to any pay	n together with app ment to the undersi	plicable Harmonized Soles lax fail gned on completion, as advised by	the broke	rage(s) to	
GNED, SEALED AND DELIVERED in the presence of:	IN WITNESS w	hareof I have hereunto set my hand Docusigned by:	and seal		1/15/2021
Vitness)	(Seller) corporate	CON OF THE CIRY OF PORT COLBORNE E787E8EA1BC54C1	(Seci	(Date)	
Vimass		***************************************	(Seal)	(Date)	
POUSAL CONSENT: The undersigned spouse of the Saw Act, R.S.O.1990, and hereby agrees to execute all r	eller hereby consent accessary or inciden	s to the disposition evidenced here tal documents to give full farce and	n pursuan effect to	it to the prothe sale ev	ovisions of the Famil idenced herein.
Witness!	(Spouse)		(Seal)	(Date)	***************************************
nd written was finally accepted by all parties at	(a.m./p.m.)	Signature of Saller of Suyer			
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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 farms 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 doted the	January 20.21

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 ar herein. 3017

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):



INITIALS OF SELLER(S):



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	AGR	EEMENT is made as of the day of, 2021.	
BETV	VEEN	i:	
		THE CORPORATION OF THE CITY OF PORT COLBORNE (the "City")	
		- and -	
		ALVIN RAMPERSAUD (the "Purchaser")	
RECI	TAL:		
A	Coll Agre Rod	aw No passed by the Council for The Corporation of the City of Port orne on, 2021, authorized the acceptance of an element of Purchase and Sale from the Purchaser for the lands described as 130 ney Street, being PIN (the "Property"), and, subject to the City rving the right to a re-conveyance of the Property.	
В		Purchaser has agreed to enter into an Agreement with the City to secure the City's to a re-conveyance of the Property.	
Agree	ment	CREFORE , in consideration of the mutual covenants and agreements set forth in this and for other good and valuable consideration (the receipt and sufficiency of which is nowledged), the parties agree as follows:	
1.	DEF	INITIONS	
	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	RIC	HT TO RE-CONVEYANCE	

2. RIGHT TO RE-CONVETANCE

(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 alt 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:

•	alvin Rampersaud
	1266A787BA2D4A4
Atten	tion:
Facsi	mile:
Telep	hone:

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 Purcha	aser has executed this Agreement the day of
	Per: Name: Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.
IN WITNESS WHEREOF the City h	nas executed this Agreement the day of
	THE CORPORATION OF THE CITY OF PORT COLBORNE
	Per: Sult luy Name: E787E8EA1BC54C1 Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.

Ontario Real Estate Association

Agreement of Purchase and Sale

SELLER: CORPORATION OF THE CITY OF PORT COLBORNE REAL PROPERTY: ***CORPORATION OF THE CITY OF PORT COLBORNE ***REAL PROPERTY: ***CORPORATION OF THE CITY OF PORT COLBORNE ***REAL PROPERTY: ***CORPORATION OF THE CITY OF PORT COLBORNE ***TOTAL PROPERTY: ***CORPORATION OF THE CITY OF PORT COLBORNE ***TOTAL PROPERTY: **TOTAL PROPERTY: ***TOTAL PROPERTY: **TOTAL PROPERTY: ***TOTAL PROPERTY: ***T	FORM 100 projector de Province di Ontonic	
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January 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 J.Z. day of JNARCH. 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): Seller(S): Completion Value of Seller(S): INITIALS OF SELLER(S): Completion Value o	1. IRREVOCABILITY: This offer shall be irrevocable by Buyer	5:00 on the 12 19 TR
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		Form 100 Revied 2020 Page 1 of 6

- DocuSign Envelope ID: BEB1D3D0-5FAD-46CC-B98A-E64AA4A7E66F

Co-operating Brokerage completes Section 3 and Listing Broker	7.1	
CO-OPERATING BROKERAGE- REPRESENTATIONS		
a) The Co-operating Brokerage represents the interests of the Buy	rer in this transaction	
The Connection Browning is provious C. stomer Service to	the Buyer in this transaction.	
c) The Co-operating Brokerage is not representing the Buyer and h	as not entered into an agreement to provide customer service(s	to the buyer
CO-OPERATING BROKERAGE- COMMISSION:		
_	e commission as indicated in the MLSE information for the p	property
a) The Listing Brokerage will pay the Co-operating Brokerage to	to be as a from the amount paid by the Seller to the Listin	n Brokerage
Cammaglar St. Francis S. V.S	to be bald from the amount paid by the detection the cash	g bloke age
b) The Co-operating Brokerage will be paid as follows:		
dditional comments and for disclosures by Co-operating Brokerage Tells . Th	e Co-operating Brokerage represents more than one Buyer (offering on this
operly.		
Commission will be payable as described above, plus applicable taxes.		
COMMISSION TRUST AGREEMENT, If the doore Co-operating Brokerage		
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	The Corporation of the City of Port Colborne
	By-law No
Beir	ng a By-law to Authorize entering into an Agreement of Purchase and Sale with Glyn Holmes in Trust respecting 133 Durham Street
of P	ereas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Office ort No. 2021-28, Subject: Sale of 133 Durham Street; and
Glyr	ereas Council is desirous of entering into an Agreement of Purchase and Sale with Holmes in Trust for the sale of 133 Durham Street, for the purchase price of 000;
Now follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:
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.
Ena	cted and passed this 25 th day of January, 2021.
	William C. Steele Mayor

Amber LaPointe

City Clerk

Schedule A



Form 320

Confirmation of Co-operation and Representation

or use i	n the Provin	ce of Onlario	TO TOTAL PROPERTY.		107 (20)			
UYE	R:	Glyn Ho	olmes & Robert	Kasowski		in trust for a	company/corporation	to be formed
ELLE	R: THE	CORPORATIO	N OF THE CITY	OF PORT COLBO	RNE			
or the	transacti	on on the propert	y known as:1	33 DURHAM St	treet		Port Colborne	ON L3K 1E1
Seller pros Comm he fol	" include pective, b ission sho lowing in	s a vendor, a lar ouyer, purchaser, all be deemed to formation is confi	ndlord, lessor, or tenant or lessee include other rem irmed by the unde	a prospective, seller and "sale" includes nuneration. ersigned salesperson,	, vendor, landle a lease, and ". /broker represe	Agreement of Purcha	yyer" includes a purchase se and Sale" includes an rage(s). If a Co-operating E	Agreement to Lease,
				2 2		terms and conditions	s as set out below. age(s) hereby declare that	he/she is insured as
				Act, 2002, (REBBA).	onor represent	vo(s) or me broker	golo, norszy dociare mar	, 3110 13 11130130 43
l. L	Andreas and Andreas and	BROKERAGE						
c) X	The Listing Brok	erage represents	the interests of the Se	eller in this tran	saction. It is further u	nderstood and agreed tha	tr
						tomer Service to the E ection 3 is to be comp	Buyer. bleted by Co-operating Bro	kerage)
	_	2) The Li	sting Brokerage i	s providing Custome	r Service to the	Buyer.		
k)	represents the in equally protect the Seller and t	nterests of the Se the interests of th	ller and the Buyer, w ne Seller and the Bu ng a requirement to	vith their conse yer in this tran	nt, for this transaction saction. The Listing B	ntation Agreement with the n. The Listing Brokerage m Brokerage has a duty of f ut the property known to t	oust be impartial and all disclosure to both
		That the Bu The motivo information The price t And; the Li However, it is u	uyer may or will p tion of or person n applies, or unle the Buyer should of isting Brokerage s nderstood that fac	pay more than the off al information about ss failure to disclose offer or the price the shall not disclose to the ctual market informat	fered price, unli the Seller or Bi would constitut Seller should a he Buyer the tel tion about com	ess otherwise instructiver, unless otherwise fraudulent, unlawfuccept; rms of any other offer praable properties ar	ed in writing by the Seller; ed in writing by the Buyer; e instructed in writing by the l or unethical practice; ed information known to the sist them to come to their a	ne party to which the e Listing Brokerage
Additi	onal com	ments and/or dis	closures by Listing	g Brokerage: (e.g. Th	ne Listing Broke	rage represents more	than one Buyer offering o	n this property.)
		The Brokerage . or:	[does/does not]	by the Seller in ac by the Buyer direc	and the property cordance with titly	a Seller Customer Se	real estate brokerage. The E rvice Agreement than one Buyer offering or	
	C	-03 -03	ALS OF BUYER(C DS	OKERAGE REP	PRESENTATIVE(5) (N	Where applicable)	P
	F	BUYER	CO-OPERA	ATING/BUYER BROK	ERAGE	SELLER	LISTING B	ROKERAGE

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ACKNOWLEDGEMENT

I have received, read, and understand the	above information.	DocuSigned by:	
Docusigned by:	Jan-13-2021 6:20 PM EST	Scott Live	1/15/2021
Signature of Bayer) Glyn holmes in Trust	(Date)	(Signature of Seller) FDD771397FF4EB	(Date)
Docustioned by: Gyn Stuart Holmes (Signothips afford yer) in trust for a company temporation to be formed	Jan-13-2021 3:04 PM PST [Date]	(Signature of Seller)	(Date)

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Registrant's Disclosure of Interest **Acquisition of Property**

Form 160 for use in the Province of Ontario

	19//07/08/20				
	made in accordance with the re- e Province of Ontario.	quirements o	f the Real Estate and B	usiness Broke	rs Act and Code of Ethics
1		Kasowski (Name of F	legistrant)		declare that I am a registered
Real Estate	Salesperson (Salesperson/Broker/Broker of Record)	representing	RE/MAX E (Name of	SCARPMENT Brokerage)	REALY INC.
in connection with a	proposed Offer to Purchase/Lease/Exch	ange/Option of	the Property known as1	33 DURHAN	1 Street
Please be advised th	Port Colborne nat, if the proposed Offer is accepted, I w	ill be either dire	ON ctly or indirectly acquiring a	n interest in your	L3K 1E1 Property.
note: Explana	If the Registrant's interest is indirect, "Related Person", as defined in the Code				
				gr	
None	t the following is a full disclosure of all fa	cts within my kn	owledge that affect or will a	ttect the value of	your Property:
					(Attach Appendix "A" if necessary)
	t the following is a full disclosure of the puterest in your Property to any other perso		agreement by, or on behalf	of myself for the	sale, exchange, option or other
ı will					(Attach Appendix "B" if necessary)
(will/will n	be receiving a portion of ar ot) this Registrant's Statement as Buyer, "Buy				los vondos landlassi and lassas
R	ocusioned by: but kasurski kwhorisesnaking the Declaration)	er includes pur	criaser, lenam and lessee, a	ma Seller Includ	Jan-13-2021 5:59 PM EST (Date)
1 2	oogstand by இதுத்திருறு's Broker of Record/Manager of Bro	kerage)			Jan-13-2021 6:30 PM EST (Date)
I/Ma the madest-	and an Sallanta in this transmitted have a	ACKNOWL		d acknowlada- il	sis data having resolved a very
of same, PRIOR TO	ned, as Seller(s) in this transaction have re BEING PRESENTED WITH AN OFFER TO	PURCHASE, LE	ASE DEXISION OF OPT	ION.	
(Witness)		(Seller) Ti	Scott Lucy	PORT COLBORNE	1/15/2021 (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 thi	s 30	day of	December	Г	, 20.20
BUY	ER: Glyn Holmes & Robert	Kasowski (Full legal names	in trus	t for a company/corporati	ion to be formed , agr	ees to purchase from
SELL	ER: THE CORPORATION OF THE CI	TY OF PORT COLE (Full legal names	ORNE of all Sellers)			, the following
REA	L PROPERTY:					
Addr	ress 133 DURHAM Street					***************************************
fronti	ing on the	South	***************	side of	DURHAM Stree	et
in th	e		City of Port Col	borne		
and	having a frontage of	39.99	more or le	s by a depth of	100.00	more or less
and	legally described as PT LT 8 S/S DUR	HAM ST PL 849 F	ORT COLBORI	NE AS IN BB78524 ; P	PORT COLBORNE	
******	0	-t1d:-d		lsewhere)		(the "property")
	(Legal description	of Idna including ease	menis noi described e	isewnerej		
PUR	CHASE PRICE:		Dollars (CDN\$)			67,000.00
		Sixty-S	Seven Thousand	l		Dollars
DEP	OSIT: Buyer submits	(Herewith/Upon	Acceptance/as other	nerewith wise described in this Agreer	ment)	
				Dollars (CDN\$)		
of thi	egotiable cheque payable to	termination of this Age ean that the Buyer is nt hereby acknowled interest bearing Rea	greement and to be required to deliver ge that, unless othe I Estate Trust Accor	e credited toward the Purc the deposit to the Deposi erwise provided for in this ant and no interest shall b	hase Price on complet it Holder within 24 ho Agreement, the Depa	tion. For the purposes ours of the acceptance osit Holder shall place
SCH	EDULE(S) A			attached hei	reto form(s) part o	of this Agreement.
1.	the day of and the depo	evocable by 49 Janua	(Seller/Buy ary	Buyer ^{er)} _{20.} 21		
2.	COMPLETION DATE: This Agreement :	hall be completed b	y no later than 6:0	00 p.m. on the11	1 day of	***************************************
	February unless otherwise provided for in this Agre	, 20.21 pement.	Upon comp	letion, vacant possession	of the property shall	be given to the Buyer

INITIALS OF BUYER(S):



INITIALS OF SELLERS(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.:	905-688-3178	FAX No.	(905) 664-2300	
	(For delivery of Documents to Seller)	(For delivery of Documents to Buyer)		
Email Address:	billb@royallepage.ca	Email Address:	rob@opendoorproperty.ca	
Email Madicast IIIII	(For delivery of Documents to Seller)	Email Address, mining	(For delivery of Documents to Buyer)	

 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):



INITIALS OF SELLERS(S):



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8.	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the	January	20 21
	(Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i)	hirty 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 da		
	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 agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting deliver such further authorizations in this regard as Buyer may regardably require	consents to the municipa	lity or other governmental

- 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):





- 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):





SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereof I have her	eunto set my hand and se	eal:	
	Robert	kasowski			Jan-13-2021 6:20 PM EST
[Witness]	(Buyer/Authoriz	ed Signing Officer)	(Seol	(Date)	
<u></u>	1 0 1	-1 1 1 1 1	affa.	*******	Jan-13-2021 3:04 PM PS
(Witness)		strart Rounus ted Signing Officer)		A ALCHON	
I, the Undersigned Seller, agree to the above offer. I herel to pay commission, the unpaid balance of the commission applicable), from the proceeds of the sale prior to any pay SIGNED, SEALED AND DELIVERED in the presence of:	n together with a ment to the under	pplicable Harmon signed on complet	ized Sales Tax (and any	other taxe okerage(s)	s as may hereafter be
	-ر	- DocuSigned by: · · · ·			
		Scott Lucy			1/15/2021
(Witness)	(Seller/Authoriz	ed Signing Officer	(Seal	(Date)	
(Witness)	(Seller/Authoriz	red Signing Officer)	(Seal	(Date)	***************************************
SPOUSAL CONSENT: The undersigned spouse of the Se Law Act, R.S.O.1990, and hereby agrees to execute all ne	ller hereby conser ecessary or incide	nts to the disposition ntal documents to	n evidenced herein pursu give full force and effect t	ant to the p	provisions of the Family evidenced herein.
(Witness)	(Spouse)		(Seal	(Date)	
CONFIRMATION OF ACCEPTANCE: Notwithstanding				ment with	all changes both typed
and written was finally accepted by all parties at		this	day of	DocuSigned.b	y:, 20
	(a.m./p.m.)		()		1
		(Signature of	Calles as Division	F6D1711397F	1
IN	FORMATION C	N BROKERAGE	(S)		
Listing Brokerage ROYAL LEF	AGE NRC REA	LTY		905-834	-9000
BILL BECSKEREKI			(Tel.No.)		
(S	alesperson/Broker/E	Broker of Record Nan	ne)		
Co-op/Buyer Brokerage RE/MAX	Escarpment Re	alty Inc.	(Tel.No.)	(905) 545	-1188
Robert Kasowski			Contract to		
(Si	The second secon	Broker of Record Nan	ne)	S Carried Woods Sweet Co. 1915	
1 - d - d	A - HA -	EDGEMENT		- [sl. :	
I acknowledge receipt of my signed copy of this accepted Purchase and Sale and I gathures 和	copy to my lawyer. ./15/2021		eceipt of my signed copy e and I authorize the Brokero		
(Seller) THE CORPORATION OF THE DITY IGENTICAL BORNE [Date		(Buyer) Glyn hol		***********	(Date)
(Seller) (Date Address for Service	e)		a company/corporation to b		
	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Address for derv			
(Tel, No.)				(Tel. No.)	
Seller's Lawyer		Buyer's Lawyer			
Address		Address			
Email		The state of the s			
(Tel. No.) (Fax. No.)		(Tel. No.)	***************************************	(Fax. No.)	
FOR OFFICE USE ONLY	COMMISSION TO	UST AGREEMENT			
To: Co-aperating Brokerage shown on the foregoing Agreement of In consideration for the Co-aperating Brokerage procuring the for connection with the Transaction as contemplated in the MLS® Rules a Cammission Trust Agreement as defined in the MLS® Rules and Trust Agreement as define	regoing Agreement of and Regulations of shall be subject to a	of Purchase and Sale my Real Estate Board nd governed by the I	shall be receivable and held i MLS® Rules pertaining to Con	n trust. This o	agreement shall constitute
DATED as of the date and time of the acceptance of the foregoing		nase and Sale.	Acknowledged by:		
Bue Bocker	cki.		Robert Easowski	ention PL	
(Authorized to bind the Listing Brokerage)		N. C.	(Authorized #50 bind the Co-ope	uning prokers	196)

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



Schedule A

Agreement of Purchase and Sale - Commercial

Form 500

for use in the Province of Ontaria

This Schedule is	s attached to and forms pa	rt of the Agreement of	Purchase and Sale b	petween:	
BUYER:	Glyn Holmes & F	Robert Kasowski		in trust for a company/corporation	to be formed, and
SELLER:TH	E CORPORATION OF T	HE CITY OF PORT	COLBORNE		
for the purchase	and sale of 133	DURHAM Street	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Port	Colborne
ON	L3K 1E1	dated the	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.

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

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

INITIALS OF BUYER(5):



INITIALS OF SELLERS(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.



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 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 shall grant a postponeme 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 Vendor shall grant any postponement in favour of the Purchaser's mortgage lender or other security interest holder, as reasonably requested 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. as agreed upon and stated in



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

Schedule "B" (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. To 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.



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.				
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 reconveyance 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. <u>DEFINITIONS</u>				
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

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;

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.

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 alt 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: Suff Luy
Telephone: F6D1711397FF4EB...

(b) Purchaser:

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 Purcha	aser has e	executed this Agreement the XX_ day of
	0s 0s	os
	RE GSH	SL
		Per: Robert kasowski
		Name:
	*	Title:
		DocuSigned by:
		Per: Qyn Stuart Holmes Name: OFARIOTANDORAD
		Title:
		I We have authority to bind the Corporation.
IN WITNESS WHEREOF the City h	as execut	ted this Agreement the 13 day of
IN WITNESS WHEREOF the City has January, 2020. 2021	as execul	ted this Agreement the 13 day of
IN WITNESS WHEREOF the City has January , 20020. 2021	as execul	ted this Agreement the 13 day of
IN WITNESS WHEREOF the City h January , 2020, 2021	as execul	
IN WITNESS WHEREOF the City h January , 2020. 2021	as execul	THE CORPORATION OF THE CITY OF PORT COLBORNE
IN WITNESS WHEREOF the City h January , 2020. 2021	as execul	THE CORPORATION OF THE CITY OF
IN WITNESS WHEREOF the City h January, 2020. 2021	as execut	THE CORPORATION OF THE CITY OF PORT COLBORNE
IN WITNESS WHEREOF the City h January , 2020, 2021	as execut	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Suff Luy
IN WITNESS WHEREOF the City h January , 2020. 2021	as execul	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Name: Docusigned by: Suff Lug F6D1711397FF4E8
IN WITNESS WHEREOF the City h January , 2020. 2021	as execul	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Scott Lung
IN WITNESS WHEREOF the City h January , 2020, 2021	as execut	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Name: Title: Per:
IN WITNESS WHEREOF the City h January , 2020, 2021	as execut	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Name: Title: Per: Name:
IN WITNESS WHEREOF the City h January , 2020, 2021	as execut	THE CORPORATION OF THE CITY OF PORT COLBORNE Per: Name: Title: Per:

The Corporation of the City of Port Colborne

	The corporation of the city of Fort consome							
	By-law No							
В	Being a By-law to Authorize entering into an Agreement of Purchase and Sale with Davert Tools Inc. respecting 142 Fraser Street							
of Po	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

-					-					
BU	ER:			DAVERT TO	OOLS INC		marries			
SEL	LER:		CI'	Y OF POR	T COLBO	RNE				
-			d		142	FRASED Street		Por	t Colborne	ON L3K 1E5
						FRASER Street		(********************		
						urposes of this Confirmat ospective, seller, vendor,				a tenant, lessee or
а р	rospe	ctive, b	ouyer, purchas	er, tenant or l	essee and	"sale" includes a lease,	and "Agreement	of Purchase and S	Sale" includes an A	greement to Lease.
			ill be deemed							
The in the	tollov ne trai	ving in nsactio	tormation is co n, the brokerd	ntirmed by the	e undersigr co-operate,	ned salesperson/broker r in consideration of, and	epresentatives of on the terms and	the Brokerage(s).	It a Co-operating Brout below.	okerage is involved
						salesperson/broker repr				e/she is insured as
						2002, (REBBA).			,,	-,
١.	LIST	ING	BROKERAGE							
	a)		The Listing B	okerage repr	esents the i	nterests of the Seller in th	is transaction. It is	s further understoo	od and agreed that:	
						representing or providin a Co-operating Brokera			v Co-operating Brok	erage)
					-	oviding Customer Service	-	o be completed by	y co-operating brok	erager
	b)	X	multiple is represents the equally prote	REPRESENTA e interests of ect the interes	ATION: The the Seller of the Seller of	Listing Brokerage has er and the Buyer, with their eller and the Buyer in th	ntered into a Buye consent, for this is transaction. Th	transaction. The Li e Listing Brokerag	isting Brokerage mu ge has a duty of fu	st be impartial and Il disclosure to both
				d the Buyer, Listing Broke		requirement to disclose not disclose:	all factual inform	ation about the pr	roperty known to th	e Listing Brokerage.
			 That the The moinforms The pri 	e Buyer may of tivation of or ation applies, ce the Buyer s	or will pay r personal in or unless fa should offer	ot less than the listed price than the offered price formation about the Selle ilure to disclose would core the price the Seller shoot disclose to the Buyer	ce, unless otherwi er or Buyer, unless onstitute frauduler ould accept;	ise instructed in wi s otherwise instruc nt, unlawful or une	riting by the Buyer; cted in writing by th	e party to which the
			However, it	is understood	that factual	market information abou perty will be disclosed to	ut comparable pro	operties and infor		
Ad	dition	al com	ments and/or	disclosures b	y Listing Bro	okerage: (e.g. The Listing	Brokerage repre	sents more than o	ne Buyer offering ar	this property.)
2.	PR	OPER	The Brokera	ge(does/doe	rep	- PROPERTY NOT LIS resent the Buyer and the p y the Seller in accordance	roperty is not listed			rokerage will be paid
				or: L		y the Buyer directly				
Ad	dditior	nal con	nments and/or	disclosures b	oy Buyer Bro	okerage: (e.g. The Buyer	Brokerage repres	sents more than on	ne Buyer offering on	this property.)
			IN	ITIALS OF B	UYER(S)/	SELLER(S)/BROKERAG	E REPRESENTA	TIVE(S) (Where	applicable)	
		F	DS	\				05		
		4	EM)			12		(BE	
			BUYER	cc	-OPERATIN	G/BUYER BROKERAGE	350	TEN .	LISTING B	ROKERAGE

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3.

3. Co-operating Brokerage completes Section 3 and Listing Bro	kerage completes Section 1.					
CO-OPERATING BROKERAGE- REPRESENTATION:						
a) The Co-operating Brokerage represents the interests of the l	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	d has not entered into an agreement to provide customer service(s) to the Buyer.					
CO-OPERATING BROKERAGE- COMMISSION:						
	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 and the discharge by Committee Declaration (a.g., 1	The Connection Problems on the control of the contr					
Additional comments and/or disclosures by Co-operating Brokerage: {e.g., } property.}	The Co-operating brokerage represents more than one buyer offering on this					
Commission will be payable as described above, plus applicable taxes.						
COMMANISSION TRIBST A CREENAENT, If the character Designation	to receiving a support of a maricular from the United Background than the					
agreement between Listing Brokerage and Co-operating Brokerage further	e is receiving payment of commission from the Listing Brokerage, then the includes a Commission Trust Agreement, the consideration for which is the					
Co-operating Brokerage procuring an offer for a trade of the property, acce	ptable to the Seller. This Commission Trust Agreement shall be subject to and					
	s of the Listing Brokerage's local real estate board, if the local board's MLS®					
	commended MLS% rules and regulations shall apply to this Commission Trust ission 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 re	egulations.					
SIGNED BY THE BROKER/SALESPERSON REPRESENT	TATIVE(S) OF THE BROKERAGE(S) (Where applicable)					
ROYAL LEPAGE NRC REALTY	ROYAL LEPAGE NRC REALTY					
(Name of Co-operating/Buyer Brokerage)	(Name of Listing Brokerage)					
368 King St. Port Colborne ON L3K4H4	368 King St. Port Colborne ON L3K4H4					
Tel: (905) 834-9000 Fax: (905) 688-3178	Tel: (905) 834-9000 Fax: (905) 688-3178					
	Free Decreeret Jan 4/2021					
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)	(Authorized to bind the Listing Brokerage) (Date)					
(Print Name of Salesperson/Broker/Broker of Record)	BILL - BECSKEREKI (Print Name of Salesperson/Broker/Broker of Record)					
Firm Fame of Galesperson, properly prop						
CONSENT FOR MULTIPLE REPRESENTATION (To be completed only	v if the Brokerage represents more than one client for the transaction)					
CONSTRUCTION MODELL REPRESENTATION (10 Se complete only	os o					
The Buyer/Seller consent with their initials to their Brokerage	(FM) (SI.)					
representing more than one client far this transaction.	200					
	BUYER'S INITIALS SELLER'S INITIALS					
ACKNOWLEDGEMENT						
I have received, read, and understand the above information.						
1/16/2021	DocuSigned by:					
EUSSA MAMPON	Self 1/17/2021					
(Signature of Boyer) 772 700 22 22 2410 (Date)	CITY OF PORT COMBORNE [Date]					
15.						
(Signature of Buyer) (Date)	(Signature of Seller) (Date)					

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OREA Ontario Real Estate Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchose and Sale dated this	ofJanuary	20.21
		, agrees to purchase from
SELLER: CITY OF PORT COLBORNE (Full legal names	of all Sellers)	, the following
REAL PROPERTY:		
Address 142 FRASER Street	Port Col	borne ON L3K 1E5
fronting on the	side of FRASER Street	
and having a frontage of	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 RO65889	6 ; PORT COLBORNE
(Legal description of land including ease	ments not described elsewhere)	(the "propery")
PURCHASE PRICE:	Dollars	(CDNS) 50,000.00
Fif	ty Thousand	Dollar
DEPOSIT: Buyer submits (Herewith/Upon Acceptance		-3005-2005-2006-2008-2008-2008-2008-2008-2008-2008
Three Thousand	Dollars	(CDNS) 3,000.00
by negotiable cheaue payable to	uired to deliver the deposit to the Deposit Holde ge that, unless otherwise provided for in this Ag	on completion. For the purposes of this or within 24 hours of the acceptonce a reement, the Deposit Holder shall place
Buyer agrees to pay the balance as more particularly	set out in Schedule A attached.	
SCHEDULE(S) A	attached heret	o form(s) part of this Agreement
1. IRREVOCABILITY: This offer shall be irrevocable by		^
shall be returned to the Buyer in full without interest.	21, ofter which time, if not accepted, this offe	er shall be null and void and the deposi
2. COMPLETION DATE: This Agreement shall be completed a	by no later than 6:00 p.m. on theday	roi February
20	roperty shall be given to the Buyer unless otherw	rise provided for in this Agreement.
INITIALS OF BUYER(S	S): FM INIT	TIALS 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 outpose of giving and receiving notices outsuant 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: Email Address:
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 (included in / madition to)
	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.

The irradamarks REALIDRS, REALIDRSS, M.SS. Multiplia sting ServicesS and associated logos are awhed at controlled by the Caradian Real Estate Association (CREA) and landing the real estate prefess and six no are members at CREA and the audity of services they provide Used under Icense.

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INITIALS OF BUYER(S): (

aeliver such further authorizations in this regard as Buyer may reasonably require.

8.	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 16 aay of February , 20.21, (Reauisition Date) to examine the title to the property of 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 (
	be lawfully continued and that the principal building may be insured against risk of fire. Seller neterity 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

- 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 encumerances except as afterwise 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 (a) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, caple television lines or other services which approximately the ser 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 oresent 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 fovour 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 on end and all monies acid 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 camplete 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 accur 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 (a) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold some 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 aelivery 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 occept 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 hove 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):



- 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 all completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and worronty 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 Salescerson, 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 Merein may be extended or obridged 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 spausal consent is not necessary to this transaction under the provisions of the Family Low Act, R.S.O. 1990 unless the socuse of the Seller has executed the consent hereinofter 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 ureaformoldehyde, and that to the best of Seller's knowledge na building an the property cantains 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 porties acknowledge that any information provided by the brokerage is not legal, tox 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, warronty, 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 Pate in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

EM



(Seal) (Date) The my lawyer to pay directly to the brokerage(s) with whom I have agreed and any other taxes as may hereafted an completion, as advised by the brokerage(s) to my lawyer. Brokerage by: 1/17/2021 Seal) (Date) (Seal) (Date) (Sea
my lawyer to pay directly to the brakerage(s) with whom I have agricable Harmonized Sales Tax (and any other taxes as may hereafted and completion, as advised by the brokerage(s) to my lawyer. Breef I have hereunto set my hand and seal: Docusigned by: 1/17/2021 [Seal] [Date] To the disposition evidenced herein pursuant to the provisions of the Fall documents to give full force and effect to the sale evidenced herein [Seal] [Date] Docusigned by: CITY OF COLBORNE BROKERAGE(S) TY (905) 834-9000 [Tel.No.]
icable Harmonized Sales Tax (and any other taxes as may hereafter and on completion, as advised by the prokerage(s) to my lawyer. Bereof I have hereunto set my hand and seal: Docusigned by: 1/17/2021 [Seal] [Date] To the disposition evidenced herein pursuant to the provisions of the Fall documents to give full force and effect to the sale evidenced herein in the control of
1/17/2021
[Seal] [Date] To the disposition evidenced herein pursuant to the provisions of the Full documents to give full force and effect to the sale evidenced herein [Seal] [Date] Therein to the controry, I confirm this Agreement with all changes both this 17 day of JANUARY 2020 TOOL BORNE BROKERAGE(S) TY (905) 834-9000 [Tel.No.]
to the disposition evidenced herein pursuant to the provisions of the Fold documents to give full force and effect to the sale evidenced herein [Seal] [Date] Perein to the controry, I confirm this Agreement with all changes both this I day of JANUARY 2020 CITY OF COLBORNE BROKERAGE(S) TY (905) 834-9000 [Tel.No.]
Seal) [Dare] [Seal] [Dare] [Dare] [Seal] [Dare] [Dare] [Seal] [Dare] [Dare] [Dare] [Seal] [Dare] [D
this 17 day of JANUARY 202 DocuSigned by: CITY OF COLBORNE BROKERAGE(S) TY (905) 834-9000 [Tel.No.]
CITY OF COLBORNE BROKERAGE(S) TY (905) 834-9000 (Tel.No.)
CITY OF FORT COLBORNE BROKERAGE(S) [Tel No.] Sker of Record Name]
CITY OF FORT COLBORNE BROKERAGE(S) TY (905) 834-9000 (Tel.No.)
BROKERAGE(S)
(Tel.No.) oker of Record Name)
oker of Record Name)
[Tel.Ng.]
oker of Record Name)
DGEMENT
I acknowledge receipt of my signed copy of this accepted Agreemen Purchase and Sale and I authorize the Brokerage to forward a copy to my DocuManed by:
[Buyer] JERRE ROYS SA MANPON 1/16/2021
(Buyer) (Date)
Address for Service
[Tel. No.]
Buyer's Lawyer
Address
Emeil
(Tel. No.) [Fox. No.)



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 T	OOLS INC	***************************************		, and
SELLER:	CITY OF PO	ORT COLBORNE			***************************************
for the purchase and sale o	of142	FRASER Street	(())	Port	t Colborne
ON	L3K 1E5	dated the 14	gay of	January	, 20 21

Buyer garees 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 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, 2000, cl7 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): (





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 (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 CIT COLBORNE (the "City")	Y OF PORT			
- and -				
(the "Purchaser") DAVERT TO	ols inc			
RECITAL:				
A. By-law No passed by the Cour Colborne on, 2 Agreement of Purchase and Sale from the Pur Street [NTD: Insert Legal Description] "Property"), and, subject to the City reserves the Property.	020, authorized the acceptance of an chaser for the lands described as 142 Fraser, being PIN [NTD: Insert PIN] (the			
B. The Purchaser has agreed to enter into an Agright to a re-conveyance of the Property.	greement with the City to secure the City's			
NOW THEREFORE, in consideration of the mutual Agreement and for other good and valuable consideration hereby acknowledged), the parties agree as follows:	ation (the receipt and sufficiency of which is			
1. <u>DEFINITIONS</u>				
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	Ç			
(b) "Property" means the lands and premise and	es described in Recital A of this Agreement			
(c) "City" means The Corporation of the Cit	y of Port Colborne.			
2. RIGHT TO RE-CONVEYANCE				

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 alt 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:



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 Pu	urchaser has executed this Agreement the day of
	Per: EUSSU MUMPON Name: 774C1D0F2EFA410 Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.
IN WITNESS WHEREOF the C	THE CORPORATION OF THE CITY OF PORT COLBORNE
	Per: Name: Suff Luy E787E8EA1BC54C1 Title:
	Per: Name: Title:
	I/We have authority to bind the Corporation.

The Corporation of the City of Port Colborne

	The dolporation of the dity of Fort dolborne
	By-law No
В	eing a By-law to Authorize entering into an Agreement of Purchase and Sale with Ryan Thompson in Trust respecting 80 Nickel Street
of Po	reas at its meeting of January 25, 2021, the Council of The Corporation of the City ort Colborne (Council) approved the recommendations of Chief Administrative Office ort No. 2021-29 Subject: Sale of 80 Nickel Street; and
Ryar	reas Council is desirous of entering into an Agreement of Purchase and Sale with a Thompson in Trust for the sale of 80 Nickel Street, for the purchase price of 0,000;
Now follo	therefore the Council of The Corporation of the City of Port Colborne enacts as ws:
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.
Enac	cted and passed this 25 th day of January, 2021.
	William C. Steele Mayor
	Amber LaPointe

City Clerk

Ontario Real Estate

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

		INITIALS OF BUYER	R(S): RT	INITIALS OF SELLE	R(S):
	20 .21 Upon completion	, vacant possession of the	property shall be given to the Buyer (inless otherwise provided far	in this Agreement.
2.	COMPLETION DATE: This Ag	reement shall be completed	d by no later than 6:00 p.m. on the	16 day of	March
		ber 20	20, after which time, if not accep		
1.			(Seller/Buyer)		
SCI			atta		
Bu	yer agrees to pay the balan	ce as more particularl	y set out in Schedule A attache	d.	
this	Agreement. The parties to this A	greement hereby acknowle	equired to deliver the deposit to the E edge that, unless otherwise provided Real Estate Trust Account and no inter	for in this Agreement, the De	posit Holder shall place
			OYAL LEPAGE NRC REALTY nent and to be credited toward the Pu		
			nd		
DEI	POSITE buyer submits		ance/as otherwise described in this Agreer	nent)	
DE	OSITe Dance of built				
		One Hun	dred Fifty Thousand		
PU	RCHASE PRICE:			Dollars (CDN\$)	
	(Legal	description of land including e	casements not described elsewhere)		(the "property")
and	l legally described os Legal D	escription in Sch	edule A		
and	I having a frontage of	112.50	more or less by a depth of	102.00	more or less
in t	ne		City of Port Colborne		- Lodge Books - Properties
froi	nting on the	South	side of NICKEL Stree	et	
Ad	dress 80 NICKEL S	Street		Port Colborne	ON L3K 1B4
RE	AL PROPERTY:				
SE	LLER: The Corporation of T	the City of Port Coll (Full legal na	porne Imes of all Sellers)		, the following
BU	YER: Ryan Thomp	son in Trust (Full legal na	mes of all Buyers)		agrees to purchase from
Thi	s Agreement of Purchase and Sale		day of		
		14	3 A)ecember	20

Κ	Buyer's Brokerage as agent for the purpose of giving and receiving notice the Seller and the Buyer (multiple representation), the Brokeither the Buyer or the Seller for the purpose of giving and the bein writing. In addition to any provision contained herein and in any or any notice to be given or received pursuant to this Agreement or an received when delivered personally or hand delivered to the Address for	a representation agreement with the Buyer, the Buyer hereby appoints the ces pursuant to this Agreement. Where a Brokerage represents both kerage shall not be appointed or authorized to be agent for receiving notices. Any notice relating hereto or provided for herein shall Schedule hereto, this offer, any counteroffer, notice of acceptance thereof by Schedule hereto (any of them, "Document") shall be deemed given and or Service provided in the Acknowledgement below, or where a facsimile cally to that facsimile number or email address, respectively, in which case,
	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.	CHATTELS INCLUDED:	
	Unless otherwise stated in this Agreement or any Schedule hereto, Seller from all liens, encumbrances or claims affecting the said fixtures and cha	agrees to convey all fixtures and chattels included in the Purchase Price free ttels.
5.	FIXTURES EXCLUDED:	
6.	RENTAL ITEMS (Including Lease, Lease to Own): The following ea	quipment 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.		re) is subject to Harmonized Sales Tax (HST), then such tax shall be
	in addition to the Purchase Price. If the sa (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on ch	le of the property is not subject to HST, Seller agrees to certify on or before nattels, if applicable, is not included in the Purchase Price.
	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

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8.	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the/days day of
6	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
	The containens in this Agreement are formed or otherwise waived or, in the days prior to completion, to suisity boyer that there are no obstantially
	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, os 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):



- 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 nan-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and nat 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 farm 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, callateral 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):



28. SUCCESSORS AND ASSIGNS: The heirs, executor	rs, administrators,	successors and assigns of the unders	igned are	bound by the terms herein.
'SIGNED, SEALED AND DELIVERED in the presence of:	Authontive	whereof I have hereunto set my hand		12/14/2020
(Witness)	(Buyer) Raya 2	w Showpson in Trust	(Seal)	(Date)
[Wilness]	(Buyer)		(Seal)	(Date)
I, the Undersigned Seller, agree to the above offer. I herek to pay commission, the unpaid balance of the commissio applicable), from the proceeds of the sale prior to any pay	n together with a	pplicable Harmonized Sales Tax (an	d any oth	ner taxes as may hereafter be
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereof I have hereunto set my hand	and seal:	
(Wilness)		ooration of The City of Port Colborne	(Seal)	(Date)
(Witness)	(Seller)		(Seal)	(Date)
SPOUSAL CONSENT: The undersigned spouse of the Sel Law Act, R.S.O.1990, and hereby agrees to execute all ne				
(Winess)	(Spouse)		(Seal)	(Date)
CONFIRMATION OF ACCEPTANCE: Notwithstanding of	anything containe	d herein to the contrary, I confirm this	Agreeme	ent 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)		
IN	FORMATION C	N BROKERAGE(S)		
Listing Brokerage ROYAL LEP	AGE NRC REA	LTY (Tel.N	90.	5-834-9000
BILL BECSKEREKI				
(Sc Co-op/Buyer Brokerage Right Choi	•	Broker of Record Name)	28	9 276 1716
		(Tel.N		
Kevin Murphy (So	alesperson/Broker/E	Broker of Record Name)		
		.EDGEMENT		
I acknowledge receipt of my signed copy of this accepted a Purchase and Sale and I authorize the Brokerage to forward a co	Agreement of	I acknowledge receipt of my signed		
(Seller) The Corporation of The City of Port Colborne (Date)	(Buyer) Ryan Thompson in		
(Seller) (Date	•	(Buyer)		(Date)
Address for Service		Address for Service		
(Tel. No.)			(Te	el. No.j
Seller's Lawyer		Buyer's Lawyer		
Address		Address		
Email		Email		
(Tel. No.) (Fax. No.)	******************	(Tel. No.)		x, No.]
FOR OFFICE USE ONLY	COMMISSION TR	UST AGREEMENT		
To: Co-operating Brokerage shown on the foregoing Agreement o In consideration for the Co-operating Brokerage procuring the foreconnection with the Transaction as contemplated in the MLS® Rules a Commission Trust Agreement as defined in the MLS® Rules and DATED as of the date and time of the pageptance of the foregoing	egoing Agreement of and Regulations of r shall be subject to a	of Purchase and Sale, I hereby declare that my Real Estate Board shall be receivable and and governed by the MLS® Rules pertaining	d held in tro	ust. This agreement shall constitute
Su Be ale		Authentisier		
(Authorized to bind the Listing Brokerage)		(Authorization house	Sepperation	g 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:	Ryan Thomp	son in Trust		, and
SELLER: The Co	rporation of T	he City of Port Colborne		
for the purchase and sa	le of 80	NICKEL Street	Por	t Colborne
ON	L3K 1B4	dated the 14 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 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, cl7 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 RO757704; PORT COLBORNE

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

INITIALS OF BUYER(S):





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.





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 T		Colborne		~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	
RE: Agreement of Purchase and Sale between the	e Seller and Buyer,	dated the14	day of	December	, 20.20
concerning the property known as80	NICKEL St	reet			
Port Colborne	ON	L3K 1B4	as more particularl	y described in the aforem	entioned 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 2020, that this condition is fulfilled, this Offer shall become null and void and the Buyer's peposit 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.

INITIALS OF BUYER(S):





IRREVOCABILITY: This Offer to Amend the Agreement sha	III be irrevocable by	(Seller/Buyer)	(a.m./p.m.)
on the day of December 20.2	O, after which time, if not accepte	d, this Offer to Amend the A	Agreement shall be null and void.
For the purposes of this Amendment to Agreement, "Buyer" Time shall in all respects be of the essence hereof provided abridged by an agreement in writing signed by Seller and	that the time for doing or comple	eting of any matter provided	
All other Terms and Conditions in the aforementic	oned Agreement to remain th	ne same.	
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have he	ereunto set my hand and se	
(Witness)	Ryan Thompson (Buyer Seller) 48:42 PM EST	(Seal)	12/18/2020 (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 he	ereunto set my hand and se	al:
(Witness)	(Buyer/Seller)	(Seal)	(Date)
(Witness)	(Buyer/Seller)	(Seal)	(Date)
The undersigned spouse of the Seller hereby consents to the	e amendment(s) hereinbefore set ou	ut.	
[Witness]	(Spouse)	(Seal)	(Date)
CONFIRMATION OF ACCEPTANCE: Notwithstanding a	invihing contained herein to the co	entrary I confirm this Agrees	ment with all changes both typed
and written was finally accepted by all parties at			
	(a.m./p.m.)		, , , , , , , , , , , , , , , , , , , ,
	(Signature o	f Seller or Buyer)	
	ACKNOWLEDGEMENT		
I acknowledge receipt of my signed copy of this accepted A	Amendment to I acknowledge		of this accepted Amendment to
Agreement and I authorize the Brokerage to forward a copy to m	ny lawyer. Agastus and l Ryan Thor	authorize the Brokerage to for	rword a copy to my lawyer. 12/18/2020
(Seller) The Corporation of The City of Port Colborne (Date)		Chargeon in Trust	(Dale)
(Seller) (Date)	(Buyer)	4.60	(Date)
Address for Service		vice 160 Adelai	de Ave E
[Tel. No.)	USIIAWA		(Tel. No.)
Seller's Lawyer			
	Buyer's Lawyer		
Address	Buyer's Lawyer		
	Buyer's Lawyer Address Email		

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OREA Ontario Real Estate Agreement of Purchase and Sale

Form 100 for Use in the Province of Onlor of

This Agreement of Purchase and Sole dated in s	er 20 20
BUYER: Ryan Thompson in Trust	, agrees to ourchase from
SELLER: The Corporation of The City of Port Colborne	- I me following
REAL PROPERTY:	
Accress 80 NICKEL Street Port	Colborne ON L3K 1B4
Foring on the South Side of NICKEL Street	H SACAR (CONTRACTOR AND EXCHANGE CONTRACTOR CONTRACTOR)
City of Port Colborne	Morning and State Control of Part 18 and the
and noting a frontage of an analysis and noting a frontage of an analysis and noting a frontage of an analysis and analysis analysis and analysis analysis and analysis and analysis and analysis and analysis and an	102.00
and legally described as Legal Description in Schedule A	6 - 2×7 - 100 km v men a 2000 c - 200 mm
reda cestro, to a and us half the property of	the 'propery')
PURCHASE PRICE:	iallars (CDNS) 150,000.00
One Hundred Fifty Thousand	Dolars
DEPOSIT: Boyer sucmits upon acceptance freewith/upon Acceptance/as pinerwise pascribed in this Agreement'	and the second s
Fifteen Thousand	15,000.00
by negotiable cheaue payable to	Haider within 24 hours of the acceptance of this Agreement, the Deposit Halder shall place
Buyer agrees to pay the balance as more particularly set out in Schedule A attached.	RT
	nereto form(s) part of this Agreement.
1. IRREVOCABILITY: To a offer shall be prevocable by See 3 Juyer	7:00 on the 15
acy of	
2. COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p.m. on the 16	ccy o March
2C 21 Upon completion, vacant possess on of the property shall be given to the Buyer unless of	otherwise provided for in this Agreement.
INITIALS OF BUYER(S): (RT	INITIALS OF SELLER(S):
The indomptives RoAL ORY RoAL ORSE MUST Multiple using Services? and association agos are award or controlled by the Canda an Roal invite Association CRAM and per trying real estate proless and six who are members of CRAM and indicate the controlled roal real road road services and six multiple road road services.	

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving hardes cursmant to this Agreement Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with 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 felating needs or provided for here a shall be in writing. In addition to any provision contained herein and in any Schedule hereta, this offer, any counterprise, notice of acceptance thereof or any notice to be given at received oursuant to this Agreement or any Schaalle hereta large 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 loss in the number or email address is arounded herein, when transmitted electronically to that facs mile number or email address ir espectively. In which case, the signature(s) of the party (parties) shall be deemed to be original.

=AX No.:	(For delivery of Documents to Sever)	FAX No.	(For de-very of Documents to Buyer)
Email Andress:	billb@royallepage.ca	Email Address	Kevin@rightchoice.ca [for delivery of Documents to Buyer]

4. CHATTELS 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 sala fixtures and chatters

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) assumable.

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

7. HST: If the sale of the property (Real Property as described adove) 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. Saller agrees to certify an ar perare closing, that the sale of the property is not subject to HST. Any HST on chartels, if applicable, is not included in the Purchase Price





- 8. TITLE SEARCH: Buyer shall be allowed until 6,000 p.m. on the 7days day of Prior to close 20 (Requisition Date) to examine the ritie to the property at Buyer's own expense and until the earlier of 1/1/2 hory pays from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise walved or: (1) five days or or to completion, to satisfy Buyer that there are no outstanding be lawfully cantinued and that the principal building may be insured against risk of the Seiler hereby consents to the municipality or other governmental agencies releasing to Buyer details of all ourstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and de ver 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 in single-ement.
- 10. TITLE: Provided that the to the procestly is good and free from all registered restrictions, charges, liens, and encumarances except as ofnerwise specifically provided in this Agreement and save and exception (a) any registered restrictions or covenants that run living the land providing that such are complied with: (b) any registered municipal agreements and registered agreements with publicity regulated utilities providing such have been complied with, or security has been dosted to ensure compliance and completion, as an dended by a letter from the relevant municipality or regulated 1. Thy (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (a) any adsements for drainage, storm or son tary sewers, bublic utility lines, relecommon car on lines, capie relevision lines or other services which bo not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid abjection to tille or to any autstanding wark praer or pafficiency notice, or to the fact the said present use may not lawfelly be continued, or that the orincipal building may not be insured against risk of fire is made in writing to Saliar and which Saliar is unable ar unwilling to remove, remedy or satisfy or data in insurance save and except against risk of Fre (The Insurance) in favour of the Buyer and any mortgagee (with all related casts at the expense of the Seller), and which Buyer will not walve, in si Agraament natwifistanding any intermediate acts or negotiations in respect of such ablections, shall be at an end and all monies bold shall be returned without interest or adduction and Seller, Listing Brokerage and Cologerating Brokerage shall not be liable for any costs or damages. Save as to any void diplection so made by such day and except for any objection going to the tablet if the Buyer shall be conclusively deemed to have accepted Selfer's title to the property.
- 11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer relating lawyer to complete the Agreement of Burchase and Sale of the property, and where the transaction will be completed by electronic registration oursuant to Part III of the Land Registration Reform Act. R.S.O. 1990, Chapter .4 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 clasing funds, harving strable adduments and other frems (the "Repulsite Deliveries") and the release thereof to the Seller and Buyer will jot not occur at the same time as the registration of the transfer/deed janalary other adduments intended to be registered in connection with the completion of this transportion) and (b) be subject to conditions whereby the lawyer(s), receiving any of the Repulsite Deliveries will be required to hold same in trustional not release same except in accordance with the terms of a pocument registration agreement between the sola lawyers. The Seller and Buyer freevocably instruct the sold lawyers to be bound by the document teg stration agreement which is recommended from time to time by the Law Sac ety of Ontonio. Unless atherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the belivery of the Repulsite Deliver es of each party to the office of the lawyer for the other darry or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE: Buyer and floor cell for the production of any tire deed, abstract, survey or other evidence of tifle to the dropperty except such as are in the possession or control of Seller. If requested by Buyer, Seller will be liver 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/Margage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada). Chartered Bank, Trust Cambany, Ctedit Union, Coisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, its not available in registrable form on campletion. Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, aut ditine clasing 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 an or before completion Seller shall provide to Buyer a mortgage statement prepared by the marrigaged setting out the balance real real to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not deling used, a alrection executed by Seller alrecting payment to the mattgages of the amount required to obtain the discharge out of the balance ale on completion
- 13. INSPECTION: Buyer acknowledges naving how the addortunity to inspect the property and understands that upon acceptance of this affect there shall be a alraing agreement of ourchase and sale between Buyer and Soiler. 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 outlaings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall note all insurance policies. Fany, and the proceeds moreof in trust for the parties as their interests may appear and in the event of substant di damage. Buyar may either terminate this Agreement and have all montes paid returned without interest or deduction of else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred an completion, if Seller is taking back a Charge/ Marrgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable avidence of adequate insurance to protect Seller's or other mortgagee's interest on completion

INITIALS OF BUYER(5): (RT





- 15. PLANNING ACT: This Agreement should be effective to pregret on interest in the property only if Selies complies with the subdivision control provisions of the Planning Actiby completion and Seller covenants to proceed diligently of Seller's expense to obtain any necessary consent by completion
- 16. DOCUMENT PREPARATION: The Transfer/Deed shall save for the land Transfer Tax Affloavit, de prepared in redistrable form of the expense of Seiter, and any Charge/Marrgage to be given back by the Buyer to Seiter at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered an completion shall contain the statements contemplated by Section 50(22) of the Planning Act. 3-5.0-1990
- 17. RESIDENCY: (a) Subject to (a) below, the Seller represents and warrants that the Seller is not and on campletion 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 Sellet shall deliver to the Buyer a statutory declaration that Sellet is not then a non-resident of Canada, (a) grow ded that if the Select's 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 of any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's Califty in respect of tax payable by Selfar under the non-residency arovisions of the income Tax Action reason of this sale. Buver shall not claim such creat if Selfer delivers on completion the preser ped certificate
- 18. ADJUSTMENTS: Any rents, marriage interest, really taxes including local maravement rates and unmetered duality 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 liself to be apportioned .c Bayer
- 19. PROPERTY ASSESSMENT: The Buyer and Selfer hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be relassessed on an annual pasis. The Buyer and Seller agree that no claim will be made about the Buyer or Seller, or any Brakerage, 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 ariar 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 parlaged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically purporized in mat regard
- 21. TENDER: Any render of accuments or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day seller. completion, Money shall be tendered with funds drawn an allowyer'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 fills transaction under the grows and of the Family Law Act. 3.5 O 1990 unless the spayse of the Seller has executed the consent here natter provided
- 23. UFFI: Seller represents and warrants to Buyor that outing the time Seller has awned the property. Seller has not caused any building on the property to be insulated with insulation containing ureaformal denyale, and that to the ibest of Seller's knowledge no building on the property contains or has ever contained insulation that contains predformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is dart of a multiple unit building it is warranty shall only apply to that carrief the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerade is not legal lax or environmental day ce.
- 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 derween any provision added to this Agreement Including any Schedule attached haretal and any draw stantin the standard pre-set part on hereof, the added draw sign shall supersede the standard pre-set provision to the extent of such conflict or a screpancy. This Agreement including any School elaborated hardro-shall constitute the entire Adreement between Buyer and Selfer There is no representation, warranty collateral agreement or condition, which affects in a Agreement other than as expressed here in For the purposes of this Agreement, Sellier 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 locared.

INITIALS OF BUYER(S): (RT

SIGNED, SEALED AND DELIVERED in the presence of:			great the o	ound by the terms herein.
	IN WITNESS V	whereof I have hereunto set my hand	and seal	13/14/2020
Wiress	3 Ryan	Thompson in Trust	(Sea)	(Dote)
Wross	3.yeri		Sea	Dea,
i, the Undersigned Seller, agree to the above offer. I hered to day commission, the unbald balance of the commission applicable), from the proceeds of the sale or of to any pay.	n together with as	policable marmonized Sales Tax (and	ony one	r taxes as may hereafter be
SIGNED, SEALED AND DELIVERED in the presence off	in witness :	whereofpocongreatory no set my hand	ond seal	12/27/2020
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CONFIRMATION OF ACCEPTANCE: Notw instanding of	anyin'ng contained	dinerein to the contrary. I confirm this	Agreemen 12/28/2	
and written was finally accepted by all parties at $= - \sqrt{5}$	5:30pm (Authentison Ryan Thompson		20.
IN	FORMATION O	N BROKERAGE(S)		
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Schedule A Agreement of Purchase and Sale

Form 100 for use in the Province of Online

's Schedule is attached to and forms part of the Agreement of Purchase and Sale between:	
JYER: Ryan Thompson in Trust	70
LLER: The Corporation of The City of Port Colborne	4.57
r the surchase and sale of 80 NICKEL Street Port Colborne	

Buyer agrees to pay the polance as follows:

L3K 1B4

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.

... gored the 14 day of

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, cl7 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 RO757704 PORT COLBORNE

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



INITIALS OF SELLER(S):

December 20 20

DocuSign Envelope ID: 73E13A27-484A-418A-BB95-811C3520C70E

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.



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 AGRE	EMENT 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 alt 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 Th	ompson
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.]

N	WITNESS	WHEREOF the	Purchaser	has	executed	this	Agreement	the	day	of
	12/11/2UZU	, 2020.								

Per:	Ryan Thompson 12:17:2020 1: 20:05 PM EST			
Name: Title:	Evoc Thameson			
Per: Name: Title:		ı 		

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: Name: Title:	Scott Lucy E787ESEA1BCS4CT	
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:	Ryan Thompson	in Trust				
AND	orporation of The C					
RE: Agreement of F	Purchase and Sale between th	e Seller and Buyer,	dated the14	day of	December	, 20.20
concerning the pro	operty known as80	NICKEL St	reet			
1	Port Colborne	ON	L3K 1B4	as more particular	ly described in the aforem	entioned 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):





IRREVOCABILITY: This Offer to Amend the Agr	eement shall be irrevocable b	руВи	yer	until 9:00pm
U .		(Seller	/Buyer)	(a.m./p.m.)
on the 15th day of	, 20.21 , after which tir	me, if not accepted, this Of	fer to Amend the Ag	reement shall be null and void.
For the purposes of this Amendment to Agreeme Time shall in all respects be of the essence here abridged by an agreement in writing signed by	of provided that the time for	doing or completing of ar	ny motter provided f	
All other Terms and Conditions in the afe	orementioned Agreeme	nt to remain the same		
SIGNED, SEALED AND DELIVERED in the preser	nce of: IN WITNESS v	whereof I have hereunto se	t my hand and seal:	1
		empson 1:16 PM est		12/30/2020
(Witness)	Buy \$ 367 8 2 11:04	5:16 PM EST	(Se d) (Date)
(Witness)	(Buyer/Seller)		(Seal) (Date)
1, the Undersigned, agree to the above Offer to	Amend the Agreement.			
SIGNED, SEALED AND DELIVERED in the present		White of that hereunto se		
	Sco	off Lucy Brebeathcsact		1/5/2021
(Witness)	(Buyer/Seller E76	B7E8EAYBC54CY	(Seal) (Datel
(Witness)	(Buyer/Seller)		(Seal)	Date)
The undersigned spouse of the Seller hereby con (Witness)		ereinbefore set out.	(Seal)	Dotal
CONFIRMATION OF ACCEPTANCE: Notwith				1010A + 20 1 00
	1/6/2021			
and written was finally accepted by all parties a	t	this day of	DocuSigned !	, 20 ay:
	parmy parmy		Scott Luc	ı.
		(Signature of Seller or E	Buyer E787E8EA1B	54C1
	ACKNOWL	EDGEMENT		
acknowledge receipt of my signed copy of this	accepted Amendment to			his accepted Amendment to
Agreement and bandhorize the Brokerage to forward	a copy to my lawyer. 1/5/2021	Agreement and I authorize I	he Brokerage to forwi	ard a copy to my lawyer. 12/30/2020
Scott my		Ryan Thompson		
[Sellet The Port Colbor	ma (Dore)	PERMITS: DESCREEN PROPERTY OF THE PROPERTY OF	n in Trust	(Date)
(Seller)	(Date)	(Buyer)	60 33-3-43-	(Date)
Address for Service		Address for Service1	.60 Adelaide	: AVE L
(Tel. N	o.)	Oshawa	(Ta	I. No.}
Seller's Lawyer	1	Buyer's Lawyer		
Address		Address	/**/····	***************************************
Email		Email		
[Tel. No.] (Fax. N	o)	(Tel. No.)	(Fox	x. No.)
1		1	(1 4)	and the state of t

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated lagos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

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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		The Corporation of the City of Port Colborne				
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William C. Steele	3.	documents in the proper Land Registry Office as may be required to give full force				
	Ena	cted and passed this 25 th day of January, 2021.				

Amber LaPointe

City Clerk

-19.12.10.10pc 12. 020302B2-B430-4300-90D7-41243A331EF0

Schedule A



Confirmation of Co-operation and Representation

Form 320 for use in the Province of Ontario

BLIVED. ADEJOKE ABDUL AND	FEMI ABDUL		
BOTER			
SELLER: CORPORATION OF THE CITY	OF PORT COLBORNE		***************************************
For the transaction on the property known as:	00 Fraser St	Port Colborne	ON L3K 1E4
DEFINITIONS AND INTERPRETATIONS: For "Seller" includes a vendor, a landlord, lessor, or a prospective, buyer, purchaser, tenant or lessee Commission shall be deemed to include other results. The following information is confirmed by the und in the transaction, the brokerages agree to co-operations.	a prospective, seller, vendor, landlord and "sale" includes a lease, and "Agr nuneration. ersigned salesperson/broker representa	or lessor and "Buyer" includes a purchaser, eement of Purchase and Sale" includes an A tives of the Brokerage(s). If a Co-operating Br	greement to Lease.
DECLARATION OF INSURANCE: The undersited by the Real Estate and Business Brokers		e(s) of the Brokerage(s) hereby declare that h	e/she is insured as
LISTING BROKERAGE	net, 2002, Incopy.		
	the interests of the Seller in this transact	tion. It is further understood and agreed that:	
1) The Listing Brokerage	is not representing or providing Custom		
	is providing Customer Service to the Bu		
represents the interests of the Se equally protect the interests of t	eller and the Buyer, with their consent, I the Seller and the Buyer in this transacting a requirement to disclose all factual	to a Buyer Representation Agreement with the for this transaction. The Listing Brokerage mu- tion. The Listing Brokerage has a duty of ful information about the property known to the	ust be impartial and Il disclosure to both
 That the Buyer may or will The motivation of or persor information applies, or unle The price the Buyer should And; the Listing Brokerage However, it is understood that for 	pay more than the offered price, unless nal information about the Seller or Buye ess failure to disclose would constitute fr offer or the price the Seller should acce shall not disclose to the Buyer the terms actual market information about company		Listing Brokerage
Additional comments and/or disclosures by Listin	g Brokerage: (e.g. The Listing Brokerag	e represents more than one Buyer offering on	this property.)
2. PROPERTY SOLD BY BUYER BROKERA The Brokerage (does/does not)		not listed with any real estate brokerage. The Br eller Customer Service Agreement	okerage will be paid
or:	by the Buyer directly		
Additional comments and/or disclosures by Buye	er Brokerage: (e.g. The Buyer Brokerage	represents more than one Buyer offering on	this property)
INITIALS OF BUYER	(S)/SELLER(S)/BROKERAGE REPRE	SENTATIVE(5) (Where applicable)	
2/13/20 12/13/20 8:28 PM EST 8:23 PM EST	ATING/BUYER BROKERAGE	SEILER LISTING BR	ROKERAGE

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Page 280 of 319

1911 E114Clope 1D. CE030202-0430-4300-9607-41243A331EFU 3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1. CO-OPERATING BROKERAGE- REPRESENTATION: The Co-operating Brokerage represents the interests of the Buyer in this transaction. The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction. b) The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer. c) CO-OPERATING BROKERAGE- COMMISSION: 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) 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 MLSs 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 MLS3 rules and regulations. SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable) ROYAL LEPAGE NRC REALTY ROYAL LEPAGE NRC REALTY (Name of Co-operating/Buyer Brokerage) (Name of Listing Brokerage) 368 King St. Port Colborne ON L3K4H4 (Authorized to bind the Listing Brokerage) BILL BECSKEREKI (Print Name of Salesperson/Broker/Broker of Record) [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. SELLER'S INITIALS doBOYERES PARTIALSIED **ACKNOWLEDGEMENT** I have received, read, and understand the above information. DocuSigned by: adjoke abdul 12/13/20 8:28 PM EST 7TF0-4ZWM-LELN-DV3 1/15/2021 (Signature of Buyer) ADEXORE ARROL AND FINE ARROT SP601711397FF4E8. TENG HABDUL 12/13/20 8:23 PM EST (Signature of Buyer) (Signature of Seller) (Date)

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2000 9 1 211 Clope 12: CE0502B2-B450-4500-56D7-41245A551EF0

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

nis Agreement of Purchase and S	Sale dated thisday of	December	20.20
			agrees to purchase from
LLER: CORPORATION OF			
AL PROPERTY:			
ddress 90 Frase	er St	Port Colborne	ON L3K 1E4
inting on the	NORTH side	of Fraser St	
the			
nd having a frontage of	72 . 01 more or	less by a depth of	more or les
nd legally described as	10 N/S FRAZER ST PL 843 PORT COLBORNE	; PTLT 11 N/S FRAZER ST PL 843 PORT COL	BORNE AS IN RO73168
URCHASE PRICE:	Legal description of land including easements not desc	rined altermare)000-00 85,000.00
	Eighty-Five Th	ousand	Dolla
EPOSIT: Buyer submits	u (Herewith/Upon Acceptance/as otherwise	apon acceptance e described in this Agreement)	
AMERICA T. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	Three Thousand	Dollars (CDN\$)	3,000.00
y negotiable cheque payable	to ROYAL LEPAGE	E NRC REALTY "D	eposit Holder" to be he
greement, "Upon Acceptance is Agreement. The parties to t	" shall mean that the Buyer is required to delive this Agreement hereby acknowledge that, unless	credited toward the Purchase Price on completion for the deposit to the Deposit Holder within 24 h is otherwise provided for in this Agreement, the E t Account and no interest shall be earned, received	ours of the acceptance Deposit Holder shall place
	palance as more particularly set out in S	chedule A affached.	1 (1.
uyer agrees to pay the b	•	attached hereto form(s) po	art of this Agreemen
uyer agrees to pay the b	offer shall be irrevocable by St. [Sell		
uyer agrees to pay the b	offer shall be irrevocable by SU (Sell PANUARY 20 20 after w	attached hereto form(s) po	on the
CHEDULE(S) A. IRREVOCABILITY: This of day of	Soffer shall be irrevocable by SU (Sell Secrember 20 20 after working and shall be completed by no later that	Buyer until 6:00 Buyer One Company Co	and void and the deport
CHEDULE(S) A. IRREVOCABILITY: This of day of	Soffer shall be irrevocable by SU (Sell Secrember 20 20 after working and shall be completed by no later that	Buyer until 6:00 Buyer Gam./p.r	and void and the deport

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 c	felivery of Documents to Buyer)	****			
	Email Address:	Email Address: (For a	delivery of Documents to Buyer)				
4.	CHATTELS INCLUDED:						
	Unless otherwise stated in this Agreement or any Schedule hereto, Seller from all liens, encumbrances or claims affecting the said fixtures and cha	agrees to convey all fixtures an ttels.	d chattels included in the Purchase Price i	free			
5.	FIXTURES EXCLUDED:						
6.	RENTAL ITEMS (Including Lease, Lease to Own): The following equipolation to assume the rental contract(s), if assumable:	uipment is rented and not incl	uded in the Purchase Price. The Buyer agr	ees			
	NA .						
	The Buyer agrees to co-operate and execute such documentation as may	be required to facilitate such a	ssumption.				
7.	HST: If the sale of the property (Real Property as described above in addition to						
	(included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on ch		to HST, Seller agrees to certify on or beforded in the Purchase Price.	ore			
R	INITIALS OF BUYER(S): 12/13/20 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and asselethned vertices and asselethned vertices are for a condition of services step or provide. Used under the center.	12/13/20	INITIALS OF SELLER(S):)			
© 20 by its when	quality of services they provide. Used under license 20. Ontario Real Estate Association (*OREA*). All rights reserved. This form was developed by OR members and licensees only. Any other use or reproduction is prohibited except with prior written printing or reproducing the standard pre-set partial. OREA bears no liability to Page 283	EA for the use and reproduction consent of DEFA Do not alter	Form 100 Revised 2020 Page 2 c	of 6			

2	TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 15 day of March 20.21 (Requisition Date)
٠.	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 [

- 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):

20 12/13/20 EST 8:26 PM EST

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): FMQ QQ 12/13/20 8-36 PM EST 8.38 PM ES



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: 12/13/20 8:28 PM EST (Witness) (Date) (Buyer) ADEJOKE ABDUL AND FEMI ABDUL FENG HOBBELL 12/13/20 8:23 PM EST (Witness) (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 whereofushing thereunto set my hand and seal: 1/15/2021 (Witness) OF THE CITY OF PORT COLBORNE (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 DocuSlaned by (Signature of Seller or Buyer) INFORMATION ON BROKERAGE(S) ROYAL LEPAGE NRC REALTY Listing Brokerage (Salesperson/Broker/Broker of Record Name) Co-op/Buyer Brokerage (Salesperson/Broker/Broker of Record Name) **ACKNOWLEDGEMENT** I acknowledge receipt of my signed copy of this accepted Agreement of I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and La Phonestante by rokerage to forward a copy to my lawyer. Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer. 1/15/2021 (Seller) (Date) (Buyer) (Date) ADEJOKE ABDUL AND FEMI ABDUL (Seller) Address for Service Address for Service Tel. No. Address Email . Email [Tel. No.] (Fax. No.) ITel. No.1 (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 pracuring 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 assentance of the foregoing Agreement of Purchase and Sale. (Authorized to bind the Listing Brokerage) (Authorized to bind the Co-operating Brokerage)

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Association

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: ADEJO	OKE ABDUL	AND FEMI ABDUL		, and
SELLER: CORPORATI	ON OF THE	CITY OF PORT COLBOR	NE	
for the purchase and sale of	f 90	Fraser St		Port Colborne
ON	L3K 1E4	dated the 12	day of Decer	mber , 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 source 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 notice in writing delivered to 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 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):

AA FMA 12/13/20 12/13/20 8:28 PM EST 8:23 PM EST letterophytified draftecoverdified

INITIALS OF SELLER(S):



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 alt 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:

ADEJO	KE	ABDUL
FEMI		

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.]

(a)

SCHEDULE "B" RIGHT TO RE-CONVEYANCE AGREEMENT

THIS	AGR	REEMENT is made as of the day of, 2021.
BETV	VEEN	N:
		THE CORPORATION OF THE CITY OF PORT COLBORNE (the "City")
		- and -
		ADEJOTE AND FEMI ABDUL (the "Purchaser")
REC	TAL	:
A	Coll Agre Stre	law No passed by the Council for The Corporation of the City of Port borne on, 2021, authorized the acceptance of an eement of Purchase and Sale from the Purchaser for the lands described as 90 Fraser et in Port Colborne, being PIN (the "Property"), and, subject the City reserving the right to a re-conveyance of the Property.
В.		Purchaser has agreed to enter into an Agreement with the City to secure the City's t to a re-conveyance of the Property.
Agree	ment	EREFORE, in consideration of the mutual covenants and agreements set forth in this and for other good and valuable consideration (the receipt and sufficiency of which is nowledged), the parties agree as follows:
1.	DEF	INITIONS
		terms defined herein shall have, for all purposes of this Agreement, the following nings, 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.	RIG	HT TO RE-CONVEYANCE

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 Purch:	aser has executed this Agreement the day of
	D
	Per: Name:
	dottoop verified
	CONTRACTOR ADDIT AND FEMT ABOUT
	Per: FERR MODERAL 12/13/20 8:23 PM EST
	Name:
	Title:
	I/We have authority to bind the Corporation.
IN WITNESS WHEREOF the City h	nas executed this Agreement the day of
, 2021.	·
	THE CORPORATION OF THE CITY OF
	PORT COLBORNE
	DocuSigned by:
	Per: Scott Lucy
	Name:
	Title:
	Per:
	Name:
	Title:
	11110.
	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 Office
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	



Ontario Real Estate Amendment to Agreement of Purchase and Sale

Form 120

for use in the Province of Ontario

BETWEEN: BUYER:	GROWTH SOCIAL	HOUSE INC		
AND	CITY OF PORT			
RE: Agreement of Pur	rchase and Sale between th	ne Seller and Buyer, dated the11	. day of	20.20
concerning the prop	perty known as W/S	Catharine St		
Po	rt Colborne	ON L3K 4L2	as more particularly described in the aforem	nentioned 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):



DocuSign Envelope ID: 34B71DF5-E7AA-4473-B887-F22D12	2E09654
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IRREVOCABILITY: This Offer to Amend th	ie Agreement shall be irrevocable b	y Buyer [Seller/Buyer]	until 7:00 (a.m./p.m.)
on the and day of December			nend the Agreement shall be null and void.
3 13	reement, "Buyer" includes purchase a hereof provided that the time for ed by Seller and Buyer or by their r	er and "Seller" includes vendor. doing or completing of any matte respective solicitors who are hereb	
All other Terms and Conditions in the	ne aforementioned Agreemer	nt to remain the same.	
SIGNED. SEALED AND DELIVERED in the	presence of: IN WITNESS	who call here, hereunto set my ha	nd and seal: 12/19/2020
(Witness)	(Buyer/Seller)	— 69C56DC0FC38475 — DocuSigned by:	(Seal) (Date) 12/21/2020
(Witness)	(Buyer/Seller)	STEPHEN DESUNTIS	(Seal) (Date)
I, the Undersigned, agree to the above Of	fer to Amend the Agreement.		
SIGNED, SEALED AND DELIVERED in the	presence of: IN WITNESS v	vhereof I have hereunto set my har	nd and seal:
(Witness)	(Buyer/Seller)	Scott Luy	12/27/2020 (Seal) (Date)
(Witness)	(Buyer/Seller)		(Seal) (Date)
The undersigned spouse of the Seller hereb	by consents to the amendment(s) he	reinbefore set out.	
(Witness)	(Spause)		(Seal) (Date)
CONFIRMATION OF ACCEPTANCE: N	otwithstanding anything contained	herein to the contrary I (: II	
and written was finally accepted by all par	1:00 PM	a 7	ns Agreement with all changes both typed
and whiteh was imany accepted by all pai	(a.m./p.m.)	thisday of	DocuSigned by:
		(Signature of Seller or Buyer)	Scott Luy
			2.01202A1800401
	ACKNOWL	DGEMENT	
I acknowledge receipt of my signed copy of	of this accepted Amendment to	I acknowledge receipt of my sign	ed copy of this accepted Amendment to
Agreement and I authorize the Brokerstynea by	ward a copy to my lawyer.	Agreement and I authorize the Broke	usigned by: ward a copy to my lowyer.
(Seller) CITY OF PORT COLPORNE	12/27/2020		12/28/2020
- ETOTEOER BCO	4C1 (Date)	Buyer GROWTH SOCIAL HOW	\$\$\$4E 4₹№ \$4ED (Date)
(Seller) Address for Service	(Date)	(Buyer) LANDSCAPE DEPOT Address for Service	[Date]
Callada to	(Tel. No.)		fial No.
Seller's Lawyer		Buyer's Lawyer	(161. (40.)
		Address	
Email		Email	
[Tel. No.)	Fax. No.]	(Tel. No.)	[Fax. No.]

The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license 2020, Ontario Real Estate Association (CREA), all rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees cally. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not after when printing or reproducing the standard pre-set portion. OREA bears no liability in Page 299 of 319



OREA Ontario Real Estate Confirmation of Co-operation and Representation

Form 320

BUYER:	GROWTH SOCIAL HOUSE INC		MARKETER CONTRACTOR CO	
SELLER: THE	MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBO	RNE		
For the remsec	ion on the cropping known us W/S Catharine	St	Port Colborn	ne ON L3K 4L2
"Seller" includ a prospective Commission sh	AND INTERPRETATIONS: For the purposes of the Co es a vendor a langlard, lessot, or a prospective seller, a buyer purchaser renon or lessee and "sale" includes a all be deemed to include other remuneration.	vendor, landford or lessor lease, and "Agreement o	and "Ruver" includes a purch of Purchase and Sole" includes	an Agreement to Lease.
in the transacti	nformation is confirmed by the undersigned salesperson/t on, the brokerages agree to co-operate, in consideration	broker representatives of t of, and on the terms and	he Brokerage(s). If a Co-operati conditions as set out below.	ng Brakerage is involved
DECLARATIO	N OF INSURANCE: The undersigned salesperson/brole Real Estate and Business Brokers Act, 2002. (REBBA).	ker representative(s) of the	e Brokerage(s) hereby declare	that he/she is insured as
1. LISTING	BROKERAGE			
a)	The Listing Brokerage represents the interests of the Self	ler in this transaction, it is	further understood and lagreed	that:
	The Listing Brokerage is not representing or put the Buyor is working with a Cooperating. The Difference of the Cooperating	providing Customer Servic	e to the Buyer	
-	 Inelusing Brokerage is providing Customer 			
b) <u>A</u>	MULTIPLE REPRESENTATION: The Listing Brokerage represents the interests of the Seller and the Buyer will equally protect the interests of the Seller and the Buyer has Seller and the Buyer, including a requirement to distance to the seller and the Buyer may or will accept less than the listing Brokerage shall not distance. That the Seller may or will accept less than the listing that the Buyer may or will advance than the offer the motivation of an personal information about the fromation about the formation about the price the Buyer should offer or the accepted. The price the Buyer should offer or the accepted Seller and the Listing Brokerage shall not disclose to the	In their consent for this reer in this transaction. The insclose all factual information and price unless otherwise and price unless otherwise the Seller or Brushure fraudulent eller should constitute fraudulent eller should accept the seller appeal.	ansaction. The Listing Brokerage Listing Brokerage has a duvidion about the property - nown instructed in writing by the Sele instructed in writing by the Buotherwise instructed in writing unlawful or unethical practice.	pe must be impartial and of full disclosure to both to the Usting Brokerage fler: type:
	rlowever it is understood that factual market informatic concerning potential uses for the property will be discis-	on about comparable proj ased to both Seller and Bu	perfies and information known eyer to assist them to come to the	eit own conclusions
Additional set	nments and/or disclosures by tisting Brakerage lie g. The	allerna Brokerage lebrese	ents more than one Buyer offers	ng on this property
2. PROPER	TY SOLD BY BUYER BROKERAGE - PROPERTY N			
	(4-8) 328 759		with any real estate brokerage."	he Brokerage will be pa
		ardance with a Selier Cus	tomer Service Agreement	
	or L by the Buyer airecti	ly .		
Additional cor	nments and/or disclosures by Buyer Brokerage. In g. The	Buyer Brokerage replese	nts more than one Buyer offerin	g or this property.)



CO-OPERATING/BUYER BROKERAGE

The bademarks PLALICES REALICESS MISS Municiplicated Services 5 and recorded Social or prevention of controller his fine Canadian Real Europe Association (CREA) and locative like real entire professionarch who are members and REA and the activity of tax can flav provide Using under location 2.222 United Real Estate Association (USEA) All highs reserved (this form was developed by USEA 15 in a use and editor comply to members and forestees only. Any other use in reproduction is prohibited except with prior written conject of USEA (15 not always after a single or reproduction in provide activities and controller or reproduction in provide activities and controller or united supports the prior use of shirt can

Form 320 Revised 2019 Page 1 of 2

3. Co-operating Brokerage completes Section 3 and Listing Br	akarage completes Section 1.
CO-OPERATING BROKERAGE- REPRESENTATION:	J 100 J
a) The Co-operating Browledge represents the interests of the	a Besser in this irangetics
b) Te Cooperating drawings is providing Coopera Sq	the the Bever in the transport on
c) in Cooperating Enderage site is presenting the Boyer of	and has not sale, ed into an agreement to program, income service of sale share & seri
CO-OPERATING BROKERAGE- COMMISSION:	
a) The litting Stakerage will pay the Colonerating Indikeras	a institute from at inclicated in the MLSS, plantation in the property
	to be paid from the adjoint ball by the Seller to the visiting Broke ago
Common and Auditor and A. Mas' programs	
 b) L. The Co-sporating drokerage will be paid as follows. 	
Admitted comments and/or disclosures by Chicaeology Brokerage. (e.g., property	The Comporating Brakerage represents more tran the Buyer offering he this
Commission will be advable to described above, all impolicable laxes	
	e is receiving payment or commission from the Listing Brokerage, then the
governed by the MLC cum and regulations come and to have or the property acts fulles use replications to provide Otherwise the provisions of the 1924 or Automent for the purpose of this Commission True provident the filters	includes a Commission Tust Agreement, the consideration for which is the entable to the Seller Thir Commission from son frust Agreement shall be subject to and to of the Luting prokenage. This tradicates board, if the sond board is MIST commended MIST is the regulations shall apply to the Sond board in MIST commended MIST is the area regulations shall apply to the Commission frust about 5 to a state of the Single strate and constitute a Commission frust and shall be held in trust for the against and
SIGNED BY THE BROKER/SALESPERSON REPRESEN	TATIVE(S) OF THE BROKERAGE(S) (Where applicable)
Nation is persong Buyer's aways	ROYAL LEPAGE NRC REALTY (Florme all Lound Bookernge)
	368 King St. Port Colborne On L3K 4H4
fol Fig.	T _{el} 905 834 9000 Fax
e to Adio Seff he Sede e lo Sove Signed Que (Sea	Package Place De State Company Rec. 11/2020
From Pramo of Salespaisos / Broker in sept of Records	BILL BECSKEREKI OF Shary HOOV
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.	OSI D
	BUYER'S INITIALS SELLER'S INITIALS
16//10/11	ALED OCCUPANT
	LEDGEMENT
I have received read, and understand the above information.	DocuSigned by: 12 /27 /2020
Torgani re de Auser, secrete encret encre the	12/27/2020 Scott Luy E787E8EA1BC54C1
Signar is of Bruse Care.	lang it is it follows the state of the state
Todamora SLAJONO SLATOPAS AND SOCIETY AND SOCIETY AND SOCIETY WILLIAMS	There is 1975
AU. Unions feel from Ausprages Used ender the lingitures and find one were selected on the remisers and forecess any Area was resident. I professed every and resident of the authority of the remisers and forecess any Area was a manager repredicting in standard press.	CRIA!

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OREA Ontario Real Estate Agreement of Purchase and Sale

Form 100

Tais Agreement of Purchase and Sale dated this 11 day of December 20.20
BUYER: GROWTH SOCIAL HOUSE INC Full legal names of all Suyers Tyrees to purchase from
SELLER: THE MUNICIPAL CORPORATION OF THE TOWN OF PORT COLBORNE Full legal rames of all Sellers) the following
REAL PROPERTY:
Address W/S Catharine St Port Colborne ON
houring in the west side of Catharine St
in the
and having a fractage of 66.01 more or loss by a depth of 165 more or less
and legal, described as PT PK LT 6 W/S CATHERINE ST PL 987-989 PORT COLBORNE AS IN PC15333;
DESCRIPTION MAY NOT BE ACCEPTABLIN FUTURE AS IN PC15333 : S/T RO129549 PORT COLBORNE (the property)
PURCHASE PRICE: Dollars (CDNS) 230,000
two hundred and thirty thousasnd
DEPOSIT: Buyer supports as otherwise described in this Agreement [flerewish/Loon Acceptance/as otherwise described in his Agreement]
Five Thousand Dollars (CDN3) 5,000.00
by negatiable chargin payable to ROYAL LEPAGE NRC REALTY. Denosit Holder to be held in trost pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purchase 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's non-pletest bearing Real Estate Trust Account and no interest that he agreement, received on paid on the deposit.
Buyer agrees to pay the balance as more particularly set out in Schedule A attached.
SCHEDULE(5) A attached hereto form(s) part of this Agreement.
1. IRREVOCABILITY: This offer shall be revocable by (Seller/Buver) SIZLLER int 8:00 on the 237H
day of December 20 20 after which time if not accepted, this offer shall be null and void and the depositional be returned to the Buyer in full without interest
2. COMPLETION DATE: This Agreement shall be completed by no later than 6.00 p mi on the 18 day of January
20. Upon completion vacant possession of the property shall be given to the Buver unless otherwise provided for an this Agreement
INITIALS OF BUYER(S): DS
The Residence's REALIONS REALIONS Multiple Lating Services and their deed of as the owners of the residence of their Association (LREA) and services the residence of their Association (LREA) and their services of their Association of their ass

Form 100 Revised 2020 Page 1 of 6

3,	NOTICES: The Seller bereby appoint the Esting Biokerage as agent for the Seller for the propose 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 at provided for herein shall be in writing. In addition to any provide contained herein and in any Schedule hereto, this affect, 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 small address is provided herein, when transmitted electronically to that facsimile number or small address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.
	FAX No FAX No FAX No For delivery of Decuments to Seller FAX No
	Email Address: billb@royallepge.ca For peliver, at Decoments to Seltan For pelivery of Decoments to Buyer)
4.	CHATTELS INCLUDED:
	Unless otherwise stated in this Agreement or any Schedule hereto. Seller agrees to convey all hixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the solid hixtures and chattels.
5,	FIXTURES EXCLUDED:
ó.	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 confractist. If assumable n/a
	Teo Bourse
	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 for HST), men such tax shall be in addition to
	(included in/in laddron to) The Purchase Price of the graperty is not subject to HST. Seller agrees to certify on or before closurg, that the sale of the property is not subject to HST. Any HST on chattels, if applicable us not included in the Purchase Price.
	INITIALS OF BUYER(S): OS INITIALS OF SELLER(S):
B	The trademorks PLALIORS, REALIORS (MLSS) Multiple using personnels and inspected locals are expected in control of the Canadian Real Europe Association (CREA) and use any processor with the membranes of PLA and its control used for index beams. Limitate Real Europe Association (CREA) and use any processor with the membranes of PLA and its control of the control o
wen	combing or rop oducing the randord process control of the control of the rop oducing the randord process control of the rop oducing the randord process control of the rop of the form. Form 100 Revised 2020 Page 2 of 6

deliver such forther authorizations in this regard as Buyer may reasonably require

- 8. TITLE SEARCH: Bover shall be allowed until 6.00 p.m. on the 11 day of January on 21 (Requisition Date) to examine the file to the property of Buyer's own expense and until the earlier of 10 thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise worked or [7] five days ariar to completion, to satisfy Buyer that there are no outstanding wark orders or deficiency notices, affecting the property and trailing property R4 RESIDENTIAL de lawfully continued and that are or acipal building may be insuted against risk of the Saller hereby car sent to the municipality or other governmental agencies releasing to Buyer data is of all outstanding work orders and deficiency natices differing the property, and Sellet agrees to execute and
- 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 low'd except as may be specifically provided for in his Agreement
- 10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumprances 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 agree news 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 numicipality or regulated utility (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjucent properties, and (a) any eatements for arainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which an not materially affect the use of the property. If within the specified times referred to in paragraph 8 any voltaing person to title or to any outstanding work arger or deficiency natice, or to the fact the said present use may not lawfelly be continued, or that the principal building may not be insured against see of fire is made to writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain in surance save and except against isk of fire (Title Insurance) in favour of the Buyer and any mortgagee. (With all related costs at the expense of the Gelleri, and which Buyer will not waive, this Agreement notwiths anding any intermediate acts or regatiations in respect of such objections, shall be at an end and all morries paid shall be returned without interest or deduction and Seller, listing Brokerage and Coragerating Brokerage shall not be hable for any costs or damages. Save as to any valid objection so made by such any and except for any objection going to the root of the title. Buyer shall be conclusively deemed to have accepted Selfer's title to the property
- 11. CLOSING ARRANGEMENTS: Where each of the Seller and Buyer rerains lowyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration personnt to Part III of the Land Registration Reform Act. R.S.O. 1990. Chapter 14 and the Flectronic Registration Act. S.O. 1991. Chapter 44 and any amendments merets, the Sellet and Buyer acknowledge and agree that the exchange or closing funds, non-registrable datuments and other tems (the "Peauliste 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 sub-ect to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in tost and not release some except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer prevocably, astruct the said lawyers to be boshu by the document redistration agreement which is recommended from time to time by the caw Society of Ontario. Unless otherwise agreed to by the lawyers, such excluding 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 nor call for the anception of any title dead, abstract, survey or other evidence of title to the property except such as are in the possession or control of Saller III requested by Buyer. Seller will deliver any sketch or survey of the property within Saller's control in Buyer as soon as assorble and aries to the Requisition Date. It is a scharge of any Charge Mangage held by a corporarion incorporated pursuant to the Trust And Loan Campanies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populate or Insurance Company and which is not to be assumed by Bayer or 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 requireable form and to register same or cause some to be eightered on title within a reasonable period of time after completion, provided that on air before completion Sollar shall provide to Buyer a mortgage statement prepared by the manages setting out the belar correquired to obtain the discharge, and, where a reolitine electronic cleured funds transfer system is not being used, a direction executed by Seller directing payment to the mortgages of the amount required to obtain the discharge out of the balance ave an completion
- 13. INSPECTION: Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this after 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 as the property and all other things being purchased shall be and remain until completion at the risk of Seller Pending complesion. 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 montes paid returned without interest or deduction or else take the proceeds of any insutance and complete the purchase. No insurance shall be transferred an completion. If Seller is taking back a Charge-Mangage, or Buyer is assuming a Charge/Mongage, Buyer shall supply Soller with reasonable extended of adequate insurgace to protect Sollar's an other torigogee's interest on completion

INITIALS OF BUYER(S):



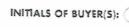
INITIALS OF SELLER(S):



to hipdemarks VEALIONS NEATIONSIS MESS NA Canadian Keel Euste Association (CPEA) and a not high terrisors from another these under ficense. Ontono Real Euste Association (CPEA) all ingli-embers and licenses only Any other star unprodu-ding or reproducing his star dard prisons con-

Form 100 Revised 2020

- 15. PLANNING ACT: This Agraement shall be effective to create an interest in the procestly only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller coverants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the sand Transfer for Afficiavit, be prepared in registrable form at the expense of Seffer, and any Charge, Manigage to be given back by the Buyer to Selfer at the expense of the Buyer, if requested by Buyer, Selfer coverants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R & O. 1990.
- 17. RESIDENCY: (a) Subject to (b) below the Saller represents and warrants that the Saller is not and an 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 Saller shall deliver to the Buyer a statutory declaration that Saller is not than 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 salisfy Buyer's liability in respect of tax payable by Saller under the non-residency gravisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit. I Saller advivers an completion the prescribed certificate.
- 18. ADJUSTMENTS: Any tents, mortgage interest, really taxes including local improvement rates and unimetered public or private utility charges and unimetered cost of fuel, as amplicable, shall be apportioned and allowed to trie day of campletion, the day of completion itself to be apportioned to Buser.
- 19. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Frevince of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Soller agree that no claim will be made agoingt the Buyer or Seller or any 3 akerage. Bicker or Sollasperson, 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: The shall in all respects be of the essence hereof provided that the fire for axing 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 render of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day ser for completion. Money shall be tendered with funds arown on a lawyer's trust account in the form of a bank draft, certified chaque 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: Saller 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 uterformalderly de, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains directormalderly de. This warranty shall shave and not merge on the completion of thus 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 asknowledge that any information provided by the brakeraga 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 hereta) and any provision in 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 callateral agreement ar condition, which affects this Agreement after than as expressed herein. For the purposes of this Agreement. Soller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gorder 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 SELLER(S):



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to trademark VEALIGES SEALIGES M.

The Connection Real Estate Association (CEEA) at a security of services and security and services and security and services that an accordance to the services that are service

2014 Ontario Real Estate Association (1985). All all rights are self-closed with self-ped by ASA the self-closed victor and blomeses print Argonized as emproperated except with programmer consent of 1995 and other consent of 1995 and 1995 are self-closed as the programmer consent of 1995 and 1995 are self-closed victorial and 199

Form 100 Remed 2020 Page 4 of 6

28. SUCCESSORS AND ASSIGNS: The helps, exe	ecutors, administrators	successions and assig	and the undersigned	are pound by the terms herein
SIGNED, SEALED AND DELIVERED in the presence of			unto set my hand and s	eal.
(Wittess)	(D) An	TH SOCIAL HOUS	SE INC	dec 13/2020
(Witness)	(8. ye-1		(Sec	jarah
I, the Undersigned Seller, agree to the above offer I to pay commission, the unpaid balance of the commaphicable), from the proceeds of the sale or or to an	nissian logamer with : y payment to the unde	molicanie Harmanie	ard Solar Toy June are	and the second s
SIGNED SEALED AND DELIVERED in the presence of	IN WITNESS	DocuSigned by:	anto set my hand and s	eal 12/27/2020
(Wilness)	Selleri in Con	Scott Lucy	or four relatives. [Sec	by which has as it - a
(Withess)	(Seller)		(Sec	() (Date)
SPOUSAL CONSENT: The undersigned spouse of the	he Seller hereby conse	ints to the disposition	evidenced herein ours.	ant to the provisions of the Family
Law Act, R.S.O. 1991), and hereby agrees to execute	all necessary or nero	ental daciments to gi	ve "Uli force and eilect	to he sale evidenced herein
(Witness)		77.5 TO \$4.7 (\$5.70 \$4.00 \$10.00 \$4.5 \$4.5 \$1.00		Pote;
CONFIRMATION OF ACCEPTANCE: Notwithstone	ding anything contains	ed herein to the contri	arv I confirm this Agre	ement with all changes both typed
and written was finally accepted by all parties at	7135AM	10 S S	day of	Sustained B. E. 2028
		iS gnature of S	eller or Buyer A86	C594E450D4ED
		ON BROKERAGE(S)	
tisting Brokerage ROYAL	LEPAGE NRC REA	ALTY	(iel No.)	
Co-op/Buyer Brokerace	Salesperson/Broker/	Broker of Record Name		
			(Tel No.)	
O TO STREET A SECOND OF THE SECOND OF	Salesperson/Broker/	Broker of Recard Name		
	ACKNOW	LEDGEMENT		
acknowledge receipt of my's gried copy of this acce	orea Agraement o	I acknowledge rec	eipi of my signed copy	of this accepted Agreement of
Purchase and Sale and Lauth Docusigned by: 18 to lorwa		Dog	uSigned by:	açe to forward a copy to my lawyer
Soffer the marcine Scott Lucy	12/27/2020		J. Committee of the com	17/79/7070
E797E9EA4D06404	Dares	(Buyer) GROASS	65986486614EDHOUSE	12/28/2020 INC
E787E8EA1BC54C1	Daw Saw	706	659\$E46664EDHOUSE	S. Philipped and the control of the
	Dave Cove	(Buyer) CROASS (Buyer) Address for Service	77. 6 2 . 7 6	S. Philipped and the control of the
(Saller) Address for Service	Dowl	(Buyer)		INC Darel
(Saller)	Day Care	(Buyer) Address for Servic		S. Philipped and the control of the
(Seller's awyer	Davi	(Buyer) Address for Servic Buyer's Lawyer		INC Darel
(Selfee) Address for Service	Day	(Buyer) Address for Servic		INC Darel
(Seller's Lawyer Address for Service (Tel. No.) Seller's Lawyer Address	Dowl Ere	(Boyer) Address for Servic Buyer's Lawyer		INC (Date) [Date]
(Selfer) Address for Service (Tel. No.) Selfer's Lawyer Address Email	COMMISSION T	(Buyer) Address for Servic Buyer's Lawyer Address Email		INC Darel
(Selfer) Address for Service Selfer's Lawyer Address Email [Tel No.] Fa. No.	ment of Purchase and Sat the loregoing Agreement Rules and Rogulations of wand shall be subject to	(Buyer) Address for Servic Buyer's Lawyer Address Email (lef No.) RUST AGREEMENT e of Parchase and Sole I The State Bears and Sole I may governed by the Miles	hareby declare that all m	INC (Date) (Care) (Far No.)
Seller's awyer Address for Service Fel. No.: Seller's awyer Address Email Fel. No.: Fa. No.: Fa. No.: Fa. No.: Co-operating Brokerage shown on the foregoing Agree In somedimental for the Co-operating Brokerage procuring connection with the furnished as contemplated in the MCS of Commission Faus Agreement as defined in the MCS of Commission Faus Agreem	ment of Purchase and Sal the foregoing Agreement * Kotes and Rogalations of a and shall be subject to a supply Agreement of Fig.	(Buyer) Address for Servic Buyer's Lawyer Address Email (fel No.) RUST AGREEMENT e al Purchase and Sale II., Real Estate Beautach and governed by the Militage and Sale A.	hereby declare that all malt be receivable and total S. Bules partiting to Convenience of the Convenience of	Fire No.
Seller's Lawyer Address for Service Tel. No.1 Seller's Lawyer Address Email Tel. No.1 Tax	ment of Purchase and Sal the loragiong Agreement * Rotes and Regulations on a and shall be subject to signing Agreement of Fig. 2 January 25 and make and editions a case and who editions a case and who	(Boyer) Address for Servic Buyer's Lawyer Address Email (Tel 14c) RUST AGREEMENT e of Purchase and Solv. I Seal Estate Board share governed by the Militage and Solv. I Last are owned as according to the members of the service and solve the members of the service and solve the service a	hereby declare that all medit to requireble and relations. Redus partaining to Continuous and the Cooperation and the Cooperations.	Fire No.



Form 100

Schedule A Agreement of Purchase and Sale

This Schedule is attached to and	forms par	of the Agreement of Purchase and S	Scle between	
BUYER: GROW	TH SOCI	AL HOUSE INC		37
SELLER: THE MUNICIPAL O	orporation	OF THE TOOM OF BOLD GOLDS	The second secon	
fur the purchase and sale of		Carbanias Ch		Port Colborne
ON		11	December	- 20

Buyer agrees to pay the balance as fallows

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 which is less than \$100.00.

This form must be invioled by all parties to the Agreement of Burchaus and Sala



INITIALS OF SELLER(S):



B

The Canadian Rad Estate Association (CREA) and less than the control of the Canadian Rad Estate Association (CREA) and less than the control of the Canadian Rad Estate Association (CREA) and less than the control of the control of

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
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. <u>DEFINITIONS</u>
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 alt 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. <u>NON-ASSIGNMENT</u>

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

4. <u>SEVERABILITY</u>

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 LANDSCOPE DEPOT (NIADREA FALLS) LTD.

AND THE CONTRACT CONTRACTOR CONTRACTOR CA

Alternion: STEP TEN DESAMS

Facsimile: COC-3 CC-58QQ STEPHEND PROJECTION CA

Telephone: 905-356-376Q

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

ACEMBER 20	the Purchaser has executed this Agreement the 22 day of 20.
	100
	C POTA
	Name STEPHED THE GRATIS
	Title: President
	Per:
	Name:
	Title:
	I We have authority to bind the Corporation.
	THE CORPORATION OF THE CITY OF PORT COLBORNE
	ON COLBURNE
	Per: CAH III
	Name: E787E8EA1BC34C1
	Title:
	Per:
	Name:

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 A



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	MILE GODDODAMION OF	imer:		
SELLER:	THE CORPORATION OF	Th	IE CITY OF PORT COLBOR	NE
	and Sale between the Seller and Buyer, dated th		December	, 20.20,
concerning the property kn	own asW/S (292) Catharin	e St Port Colborne		*******
Onto	ario L3	K 4L2 as more particul	arly described in the aforemention	ed Aareement.

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):



IRREVOCABILITY: This Offer to America the Agreement	sildii be irrevocable	(Seller/Buyer)	(a.m./p <u>.</u> m.)
on the .8th day of	0.21, after which ti	me, if not accepted, this Offer to Amen	d the Agreement shall be null and void
For the purposes of this Amendment to Agreement, "Buy Time shall in all respects be of the essence hereof provi abridged by an agreement in writing signed by Seller a	ded that the time for	doing or completing of any matter pr	
All other Terms and Conditions in the aforeme	ntioned Agreeme	nt to remain the same.	
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS	whereon have hereunto set my hand o	and seal: 1/6/2021
(Witness)	(Buyer/Seller)	—A86G694E450D4ED	(Seal) (Date)
(Witness)	(Buyer/Seller)		(Seal) (Date)
, the Undersigned, agree to the above Offer to Amend	the Agreement.		
SIGNED, SEALED AND DELIVERED in the presence of:	6	whereof have hereunto set my hand o	1 /0 /2021
(Witness)		Scott Lwy	(Seal) (Date)
Witness)	(Buyer/Seller)		(Seal) (Date)
The undersigned spouse of the Seller hereby consents to	the amendment(s) h	ereinbefore set out.	
Witness)	(Spouse)		(Seal) (Date)
CONFIRMATION OF ACCEPTANCE: Notwithstandin	g anything contained	d herein to the contrary, I confirm this A	Agreement with all changes both typed 1/8/2021
and written was finally accepted by all parties at	(a.m./p.m.)	thisday of	, 20
	ACKNOWL		* ○ * 30
acknowledge receipt of my signed copy of this accepte Agreeme nt an Edcu State the Br okerage to forward a copy t राजी निर्मात	o my lawyer. ./8/2021	I acknowledge receipt of my signed Agreement and विकास अधिकां के किल्पे हैं कि किल्पे हैं किल्पे हैं कि किल्पे हैं किल्पे हैं कि किल्पे हैं किल्पे हैं कि किल्पे हैं किल्पे हैं कि किल्	
Seller) THE CERESTEANS CONTINUE CITY OF PORT COLBORNE (D	`	(Buyer) THE LAMPSCARBCOMMERGAR	a falls) LTD (Date)
Address for Service	ate)	(Buyer) LANDSCAPE DEPOT Address for Service 4382 MOI NIAGARA FALLS	(Date) NTROSE RD
(Tel. No.)			(Tel. No.)
Seller's Lawyer		at more	
Address			
Tel. No.) (Fax. No.)		(Tel. No.)	(Fax. No.)

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The Corporation of the City of Port Colborne

By-law No	
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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	-	
iviayor		
Amber LaPointe		
Alliber Lai Ollite		

	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	
a mu	Whereas Section 5(1) of the <i>Municipal Act, 2001,</i> provides that the powunicipality shall be exercised by its council; and	ers of
9, sh	Whereas Section 5(3) of the <i>Municipal Act</i> , 2001, provides that a municipal including a municipality's capacity rights, powers and privileges under small be exercised by by-law unless the municipality is specifically authorize trwise; and	section
Corp	Whereas it is deemed expedient that the proceedings of the Council of poration of the City of Port Colborne be confirmed and adopted by by-law;	
enac	Now therefore the Council of The Corporation of the City of Port Colborcts as follows:	ne
1.	Every action of the Council of The Corporation of the City of Port Colbo taken at its Regular Meeting of January 25, 2021 upon which a vote wa and passed whether a resolution, recommendations, adoption by refere other means, is hereby enacted as a by-law of the City to take effect up passing hereof; and further	is taken ence, or
2.	That the Mayor and Clerk are authorized to execute any documents recon behalf of the City and affix the corporate seal of the City and the May Clerk, and such other persons as the action directs, are authorized and directed to take the necessary steps to implement the action.	yor and
Enac	cted and passed this 25th day of January, 2021.	
	William C. Steele Mayor	-
	Amber LaPointe City Clerk	