

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-10

Being a By-law to authorize the acquisition of land.

WHEREAS the Municipal Act 2001 authorizes the acquisition of land by a municipality,
and

WHEREAS the Corporation of the Town of Amherstburg desires to purchase lands described as part of Lot 27 Concession 3 (Geographic Township of Malden) now in the Town of Amherstburg - see Schedule "A" attached - from Paul Imeson and Marion Imeson; and

WHEREAS the Corporation of the Town of Amherstburg and Paul Imeson and Marion Imeson have agreed to the terms and conditions of the transaction.

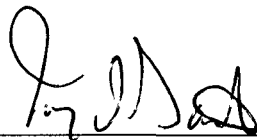
**NOW THEREFORE THE CORPORATION OF THE TOWN
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

1. The Mayor and Clerk be authorized to enter into a purchase and sale agreement, dated January 23, 2003 attached to and forming part of this by-law for the purchase of 78.692 acres and also that the Mayor and Clerk be authorized to do all things necessary and incidental to the acquisition of the lands.

1st Reading: February 10, 2003

2nd Reading: February 10, 2003

3rd Reading: February 10, 2003



MAYOR



CLERK

Additional Property Identifier(s) and/or Other Information

SCHEDULE 'A'

LAND TITLES DIVISION OF ESSEX (12)

Part of Lot 27
Concession 3 (Geographic Township of Malden)
Now in the Town of Amherstburg

Designated as all of Part 4, Plan 12R-16570 save and except Part 1, Plan 12R-20223.

Being Part of PIN 01540-0036

4-21292
E-MALD-3-27
WCS/md

AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

BUYER, Corporation of the Town of Amherstburg, agrees to purchase from
(Full legal names of all Buyers)

SELLER, Paul Roy Imeson and Marion Susan Imeson, the following
(Full legal names of all Sellers)

REAL PROPERTY: Address Municipal Number Not Assigned fronting on the South side of County Rd 18
in the Town of Amherstburg
containing a frontage of 491.48 ft more or less by a depth of 1871.50 ft more or less and legally described as
"Part 4 Plan 12R-16570 save and except Part 1 Plan File B-4474 78.692 acres
(the "property").

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Four Hundred Sixty Thousand Three Hundred Forty Eight Dollars and Twenty Cents (CDN\$ 460,348.20)

DEPOSIT: Buyer submits (Herewith/Upon acceptance) Five Thousand Dollars (CDN\$ 5,000.00)

cash or negotiable cheque payable to Golden and Golden to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance as follows:

Purchaser will pay balance by cash or certified cheque, subject to adjustments, on closing

Future access street into purchased area to be named Strba Drive

Purchaser responsible for any crop loss due to purchase

Purchaser to assume all legal and survey costs

~~The Purchaser agrees to accept the property subject to lease with Renaud Bros. expiring October 31, 2005.~~

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

1. CHATTELS INCLUDED: Nil

2. FIXTURES EXCLUDED: Nil

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

4. IRREVOCABILITY: This Offer shall be irrevocable by Seller until 6.0 p.m. on the 28th day of January, 20 03, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

5. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 7th day of February, 20 03. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

6. NOTICES: Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Co-operating Broker represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (519)738-3470 (For delivery of notices to Seller) FAX No. (519)736-5403 (For delivery of notices to Buyer)

7. GST: If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be in addition to the Purchase Price. (included in/in addition to) If this transaction is not subject to G.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to G.S.T.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 31st day of January, 20 03, (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Farm land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire 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 Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. JOSING ARRANGEMENTS: Where each of the Sellers and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4, and any amendments thereto, the Seller and Buyer acknowledge and agree that the delivery of documents and the release thereof to the Seller and Buyer may, at the lawyer's discretion; (a) not occur contemporaneously with the registration of the transfer/deed (and other registerable documentation,) and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers.

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 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, together with 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 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, Seller shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
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:** 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 or a statutory declaration that Seller is not then a non-resident of Canada.
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. **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 may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **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 Seller's spouse has executed the consent hereinafter provided.
22. **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.
23. **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.
24. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
25. **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.
26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at Amherstburg this 22nd day of January, 20 03.

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

(Witness) [Signature] (Buyer) [Signature] DATE JAN 23, 2003

(Witness) [Signature] (Buyer) Devalbert Cheek DATE JANUARY 22, 2003

(Witness) [Signature] (Buyer) DAVID MAILLOU

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

DATED at Harrow this 23 day of January, 20 03.

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

(Witness) [Signature] (Seller) [Signature] DATE JAN 23, 2003

(Witness) [Signature] (Seller) Marion Ameron DATE JAN 23, 2003

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 with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____ (Spouse) _____ DATE _____

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

CONFIRMATION OF REPRESENTATION

I hereby acknowledge and confirm the Listing Broker represents the interests of the _____ in this transaction. (Seller/Seller and the Buyer)

I hereby acknowledge and confirm the Co-operating Broker represents the interests of the _____ in this transaction. (Seller/Buyer)

Signature of Listing Broker or authorized representative
Name of Listing Broker: _____
() ()
Tel No. _____ FAX No. _____

Signature of Co-operating Broker or authorized representative
Name of Co-operating Broker: _____
() ()
Tel No. _____ FAX No. _____

ACKNOWLEDGEMENT

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

(Seller) _____ DATE _____ (Buyer) _____ DATE _____

(Seller) _____ DATE _____ (Buyer) _____ DATE _____

Address for Service: _____ Tel. No. () _____

Seller's Lawyer Golden and Golden Buyer's Lawyer Armando DeLuca
Address 13 King St W, Harrow ON Address 99 Chatham E. Windsor
Tel. No. (519)738-4111 FAX No. (519)738-3470 Tel. No. (519)258-0615 FAX No. _____

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

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

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

Dated as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

Signature of Listing Broker or authorized representative _____ Signature of Co-operating Broker or authorized representative _____