

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

**BY-LAW NO. 2003-76**

**Being a By-law to authorize the purchase of land**

**WHEREAS** the property at 315 Richmond Street owned by Mr. Earl Farmer was offered to the Town and;

**WHEREAS** this property was the last private property in Centennial Park and;

**WHEREAS** the Council of the Town of Amherstburg deemed it good planning to purchase the said property;

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

1. That Council confirm all actions taken to complete the purchase of the property known as 315 Richmond Street from the Earl Farmer Estate.
2. That the report from Town Solicitor Armando DeLuca, dated April 8<sup>th</sup>, 2003 attached to and forming part of this By-law (Schedule A) be accepted.

Read a first, second, third and final time and finally passed this 22<sup>nd</sup> day of September, 2003.



MAYOR



CLERK

Certified to be a true copy of By-law  
No. 2003-76 passed on September 22, 2003.

\_\_\_\_\_  
Clerk

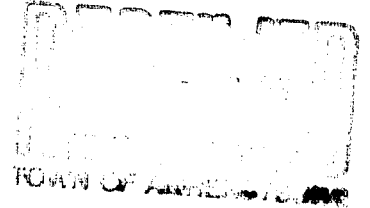
**SCHEDULE "A" to By-Law No. 2003-76**

**MOUSSEAU DELUCA  
MCPHERSON PRINCE LLP**

LEON Z. MCPHERSON, Q.C. (1934-1989)      MAX N. MOUSSEAU, Q.C. (1949-1988)  
ARMANDO F. DELUCA, Q.C., O.ONT.      RICHARD A. DINHAM, B.COMM., LL.B.  
THOMAS R. PORTER, B.A., LL.B.      EDWARD J. POSLIFF, B.A.(HON.), LL.B.  
RICHARD LEE POLLOCK, B.P.A., LL.B.      CAROLYN A. GRAY, B.A., LL.B.  
ILIAS KIRITSIS, LL.B., J.D.      SUSAN E. HIROTA, B.A.(HON.), LL.B.  
CHRISTINE JAHNS MALOTT, B.A.(HON.), LL.B.      SHANNON L. POLLOCK, B.A.(HON.), LL.B.  
WALTER H. PRINCE, Q.C., OF COUNSEL

April 8, 2003

The Corporation of the  
Town of Amherstburg  
271 Sandwich Street South, Box 159  
Amherstburg, Ontario  
N9V 2Z3



Attn: Hilary Payne, Esq.

Dear Mr Payne:

**Re: THE CORPORATION OF THE TOWN OF AMHERSTBURG  
PURCHASE FROM FARMER ESTATE, 315 RICHMOND STREET,  
AMHERSTBURG - CLOSING DATE MARCH 31, 2003**

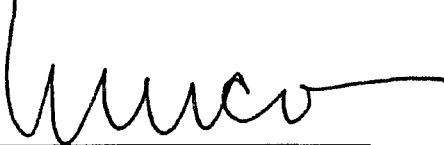
I am pleased to enclose herewith the following:

1. Solicitor's Title Certificate with title documentation attached thereto.
2. Trust Statement, the contents of which are self-explanatory.
3. Statement of our account, marked "**paid in full**".

I am pleased to have been of service to you and trust that this matter has been handled to your satisfaction. If I can be of any future assistance to you, please do not hesitate to contact this writer.

Yours truly,

MOUSSEAU, DELUCA, MCPHERSON, PRINCE,



Per: \_\_\_\_\_  
Armando F. DeLuca, Q.C.

AFD:mb  
Encl.

# TITLE CERTIFICATE

TO: THE CORPORATION OF THE TOWN OF AMHERSTBURG

DESCRIPTION OF LANDS:

Lot 197, Registered Plan 1066 as in R481226  
Town of Amherstburg, County of Essex

CERTIFICATE:

We caused an investigation of title to the subject property and based upon our investigation and examination of title and relying upon the accuracy and authenticity of the registered documents, we are of the opinion that, as of the date of the registration of the Transfer/Deed of Land to you, you have a GOOD AND MARKETABLE TITLE to the said lands described in the Transfer/Deed of Land which is Enclosure Number 4 herein, in fee simple, subject to the encumbrances, easements, encroachments and restrictions set forth below, the notations respecting a survey as set forth below, and the taxes as set forth in the Statement of Adjustments enclosed herewith.

ENCUMBRANCES, EASEMENTS, ENCROACHMENTS AND RESTRICTIONS:

NIL

SURVEY:

There is no survey to the premises.

EXECUTIONS:

We searched in the Office of the Sheriff of the County of Essex prior to registering the above deed and satisfied ourselves that there were NO EXECUTIONS outstanding affecting the title to the said lands.

MOUSSEAU, DELUCA MCPHERSON, PRINCE, LLP  
251 Westcourt Place, Suite 500, Windsor, Ontario N9A 6V2

**TAXES:**

The Vendor has paid taxes on the property to December 31, 2002. You will note from the Statement of Adjustments that you were given credit for the Vendor's unpaid share of 2003 taxes in the amount of \$282.84 plus late penalty of \$3.64. We have advised the Tax Department of the Town of Amherstburg of the change in ownership effective March 31, 2002. However, you should remit payment in the amount of \$282.84 in order to finalize taxes on the property, since it will now be exempt from taxes payable by you as owner.

**INSURANCE:**

We confirm having advised you in our letter dated March 24<sup>th</sup>, 2003 that you should place fire insurance coverage on the property in order to protect your interest therein.

**ENCLOSURES:**

1. Statement of Account for services rendered;
2. Statement of Adjustments;
3. Statement of Distribution and trust statement;
4. Duplicate registered Transfer/Deed No. LT0401730;
5. Sheriff's certificate;
6. Vendors' Urea Formaldehyde Warranty;
7. Vendors' GST Certificate;
8. Undertaking, Bill of Sale and Direction and Declaration re Section 116;
9. Declaration of Possession.

MOUSSEAU, DELUCA, MCPHERSON, PRINCE, LLP

PER: 

Armando F. DeLuca, Q.C.

NOTE: Particulars of tenancies, (if any), fire insurance, utilities and taxes are contained in the statement of adjustments enclosed herewith.

**MOUSSEAU, DELUCA, MCPHERSON, PRINCE, LLP**

BARRISTERS & SOLICITORS  
Suite 500 Westcourt Place  
251 Goyeau  
WINDSOR, ONTARIO, N9A 6V2

TELEPHONE (519) 258-0615  
FAX (519) 258-6833  
G.S.T. R123171324

IN ACCOUNT WITH  
The Corporation of the  
Town of Amherstburg  
271 Sandwich Street South, Box 159  
Amherstburg, Ontario N9V 2Z3

March 31, 2003

**MATTER: 22432**

**RE: THE TOWN OF AMHERSTBURG PURCHASE FROM FARMER ESTATE**

**RE: 315 RICHMOND STREET, AMHERSTBURG, ONTARIO**

TO PROFESSIONAL SERVICES RENDERED in connection with the above-noted transaction including receipt of Agreement of Purchase and Sale; obtaining and examining search of title; preparing and submitting draft documentation and letter of requisitions; preparation of closing documentation; completion of transaction and reporting to you.

**TO OUR FEE IN ALL**  
GST

**\$ 765.00**  
53.55

**Disbursements**

|                       |              |
|-----------------------|--------------|
| Law Society Levy      | 50.00*       |
| Conveyancer's fees    | 125.00*      |
| Conveyancer's disb.   | 78.00        |
| Sheriff's certificate | 11.00        |
| Photocopies & faxes   | 28.64*       |
| GST                   | <u>14.26</u> |

306.90

\* GST applicable

**TOTAL**

**\$ 1,125.45**

THIS IS OUR ACCOUNT HEREIN,  
MOUSSEAU, DELUCA, MCPHERSON, PRINCE

Per \_\_\_\_\_

Armando F. DeLuca, Q.C.

AFD/mb

e. & o. e.

**THIS ACCOUNT PAID IN FULL. WITH THANKS.**

THE ABOVE LISTS A SUMMARY OF OUR SERVICES. A MORE DETAILED ACCOUNT IS AVAILABLE ON REQUEST. ACCOUNTS ARE DUE WHEN RENDERED. INTEREST WILL BE CHARGED ON ACCOUNTS UNPAID AFTER 30 DAYS AT THE RATE OF 12% PER ANNUM. DISBURSEMENTS MADE ON YOUR BEHALF BUT NOT POSTED TO YOUR ACCOUNT AS OF THE DATE OF THIS ACCOUNT WILL BE BILLED TO YOU LATER

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**TRUST STATEMENT**

**RE: THE CORPORATION OF THE TOWN OF AMHERSTBURG  
PURCHASE FROM FARMER ESTATE**

**RE: FILE # 22432**

|   |                           |                           |
|---|---------------------------|---------------------------|
| Received from The Town of Amherstburg   |                           | <b>81,738.87</b>          |
| <br>  |                           |                           |
| Paid balance due on closing as per Statement<br>of Adjustments to Vendors' solicitors | <b>80,003.52</b>          |                           |
| <br>  |                           |                           |
| Paid land transfer tax and registration<br>of deed                                    | <b>587.90</b>             |                           |
| <br>  |                           |                           |
| Paid sheriff's certificate (preliminary)  | <b>22.00</b>              |                           |
| <br>  |                           |                           |
| Retained legal account for fees<br>and estimated disbursements                        | <b>1,125.45</b>           |                           |
|   | <hr/>                     | <hr/>                     |
|   | <b><u>\$81,738.87</u></b> | <b><u>\$81,738.87</u></b> |

**E & O E**

**AFD:mb**

STATEMENT OF ADJUSTMENTS

Vendor: Earl Farmer (Estate)  
Purchaser: The Corporation of the Town of Amherstburg  
Municipal Address: 315 Richmond Street, Amherstburg, Ontario  
Adjusted as of: March 31, 2003  
Number of days: 89

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SALE PRICE \$ 80,290.00

REALTY TAXES

2003 realty taxes estimated on the basis of  
previous year's taxes of: \$1,159.97

Tax Amount: \$1,159.97

Vendor's portion: \$282.84

Vendor paid: \$0.00

Credit Purchaser 282.84

Tax Penalty owing on account 3.64

BALANCE DUE ON CLOSING

as per direction of

CAW LEGAL SERVICES PLAN 80,003.52

|            |                    |                    |
|------------|--------------------|--------------------|
| E. & O. E. | <u>\$80,290.00</u> | <u>\$80,290.00</u> |
|------------|--------------------|--------------------|

|   |  |  |
|---|--|--|
| <p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="text-align: center; font-size: 24px; font-weight: bold;">LT0401730</p> <p style="text-align: center; font-size: 12px;">CERTIFICATE OF RECEIPT<br/>REGISTRE<br/>ESSEX (02) WINDSOR</p> <p style="text-align: center; font-size: 18px; font-weight: bold;">'03 MAR 31 PM 4 02</p> <p style="text-align: center; font-size: 10px;">REGISTRAR/REGISTRATION</p> <p>New Property Identifier: <input type="checkbox"/></p> <p>Additional: See Schedule <input type="checkbox"/></p> <p>Executions <i>clear</i></p> <p>Additional: See Schedule <input type="checkbox"/></p> | <p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 2 pages</p>   | <p>(3) Property Identifier(s) Block 70558 Property 0169 (LT) Additional: See Schedule <input type="checkbox"/></p> |
|   | <p>(4) Consideration Eighty thousand two hundred and ninety dollars Dollar \$ 80,290.00</p>  |  |
|   | <p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/><br/> <b>Lot 197, Registered Plan 1066 as in R481226<br/>                 Town of Amherstburg, County of Essex</b><br/><br/> <b>Land Titles Division of Essex at Windsor, (No. 12)</b></p> |  |
|   | <p>(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p>  |  |

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that EARL CLARENCE FARMER WAS NOT A SPOUSE AT THE TIME OF HIS DEATH.

| Name(s)   | Signature(s)         | Date of Signature |
|---|----------------------|-------------------|
| Y   | M                    | D                 |
| FARMER, Earl Clarence (Estate)                      |                      |                   |
| FARMER, Gerald (Estate Trustee) WITH A WILL         | <i>Gerald Farmer</i> | 2003 03 26        |
| BOYKO, Paul Joseph Sr. (Estate Trustee) WITH A WILL | <i>Paul Boyko</i>    | 2003 03 26        |

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

| Name(s) | Signature(s) | Date of Signature |
|---------|--------------|-------------------|
| Y       | M            | D                 |
|         |              |                   |

(10) Transferor(s) Address for Service **2880 Strawberry Drive Windsor, Ontario N9K 1C1**

(11) Transferee(s) **THE CORPORATION OF THE TOWN OF AMHERSTBURG**

| Name(s) | Date of Birth |
|---------|---------------|
| Y       | M D           |
|         |               |

(12) Transferee(s) Address for Service **P.O. Box 159, 271 Sandwich Street South, Amherstburg, Ontario N9V 2Z3**

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 50 of the Planning Act

| Signature                 | Date of Signature | Date of Signature |
|---------------------------|-------------------|-------------------|
| Y                         | M                 | D                 |
| <i>Paul Boyko</i>         | 2003 03 26        |                   |
| <i>Gerald Farmer</i>      | 2003 03 26        |                   |
| <i>Charles M. Hillier</i> | 2003 03 26        |                   |

Solicitor for Transferor(s) I have explained the effect of section 50 of the Planning Act to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.  
**Charles M. Hillier, CAW Legal Services Plan**  
 Name and Address of Solicitor: **2345 Central Avenue Windsor, Ontario N8W 4J1**

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 50(22)(c)(ii) of the Planning Act and that to the best of my knowledge and belief this transfer does not contravene section 50 of the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

| Name and Address of Solicitor | Date of Signature |
|-------------------------------|-------------------|
| Y                             | M D               |
|                               |                   |

| <p>(16) Municipal Address of Property<br/> <b>315 Richmond Street Amherstburg, Ontario N9V 1H3</b></p> | <p>(17) Document Prepared by:<br/> <b>Charles M. Hillier 03-68240 DC<br/>                 CAW Legal Services Plan<br/>                 2345 Central Avenue<br/>                 Windsor, Ontario N8W 4J1</b></p> | <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="width:70%;">Registration Fee</td> <td style="text-align: right;">60.</td> </tr> <tr> <td>Land Transfer Tax</td> <td style="text-align: right;">527.90</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: right;"><b>587.90</b></td> </tr> </tbody> </table> | Fees and Tax |  | Registration Fee | 60. | Land Transfer Tax | 527.90 |  |  | <b>Total</b> | <b>587.90</b> |
|--|--|--|--------------|--|------------------|-----|-------------------|--------|--|--|--------------|---------------|
| Fees and Tax   |  |  |              |  |                  |     |                   |        |  |  |              |               |
| Registration Fee   | 60.  |  |              |  |                  |     |                   |        |  |  |              |               |
| Land Transfer Tax  | 527.90   |  |              |  |                  |     |                   |        |  |  |              |               |
|  |  |  |              |  |                  |     |                   |        |  |  |              |               |
| <b>Total</b>   | <b>587.90</b>  |  |              |  |                  |     |                   |        |  |  |              |               |

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY



Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lot 197, Registered Plan 1066, Town of Amherstburg County of Essex

BY (print names of all transferors in full) ESTATE OF EARL CLARENCE FARMER

TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF AMHERSTBURG

I. (see instruction 2 and print name(s) in full) ARMANDO F. DELUCA

MAKE OATH AND SAY THAT:

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

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
[X] (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF AMHERSTBURG
(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))
(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

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

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

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

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

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash \$ 80,290.00; (b) Mortgages (i) Assumed Nil; (ii) Given back to vendor Nil; (c) Property transferred in exchange Nil; (d) Securities transferred Nil; (e) Liens, legacies, annuities and maintenance charges Nil; (f) Other valuable consideration Nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 80,290.00; (h) VALUE OF ALL CHATTELS Nil; (i) Other consideration for transaction Nil; (j) TOTAL CONSIDERATION \$ 80,290.00

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

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 8) n/a
6. If the consideration is nominal, is the land subject to any encumbrance?
7. Other remarks and explanations, if necessary.

Sworn before me at the City of Windsor in the County of Essex this 26 day of March 2003

Lodie Weisser, a Commissioner, etc., County of Essex, for Mousseau DeLuca McPherson Prince LLP, Barristers and Solicitors, Expires November 13, 2005.

Handwritten signature of ARMANDO F. DELUCA

Property Information Record
A. Describe nature of instrument: Transfer/Deed of Exchange
B. (i) Address of property being conveyed (if available) 315 Richmond Street, Amherstburg, Ontario N9V 1H3
(ii) Assessment Roll No. (if available) 37 29 150 000 00300
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) P. O. Box 159, 271 Sandwich Street South Amherstburg, Ontario, N9V 2Z3
D. (i) Registration number for last conveyance of property being conveyed (if available) 481226
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Armando F. DeLuca, Q.C., Mousseau DeLuca McPherson Prince LLP 200 - 251 Goyeau Street, Windsor, Ontario, N9A 6V2

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

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

\*\*\*\*\*  
\* CLEAR / LIBRE \*  
\*\*\*\*\*

CERTIFICATE #:  
NO DE CERTIFICAT:  
00476403-4122741B

C E R T I F I C A T E / C E R T I F I C A T

SHERIFF AT: LRO#12 ESSEX  
SHERIF A :

DATE OF CERTIFICATE: 2003-03-31  
DATE DU CERTIFICAT :

THIS CERTIFIES THAT THERE ARE NO WRITS OF EXECUTION, EXTENT OR  
CERTIFICATES OF LIEN IN MY HANDS AT THE TIME OF SEARCHING AGAINST  
THE REAL AND PERSONAL PROPERTY OF:

JE CERTIFIE, PAR LA PRESENTE, NE PAS AVOIR DE BREF D'EXECUTION,  
NI DE CERTIFICAT DE PRIVILEGE, NI D'ORDONNANCE EN MA POSSESSION  
AU MOMENT DE LA RECHERCHE VISANT LES BIENS MEUBLES OU IMMEUBLES DE:

SURNAME / NOM                      GIVEN NAMES / PRENOM(S)

=====

(PERSON/PERSONNE)      FARMER,                      EARL CLARENCE

CAUTION TO PARTY REQUESTING SEARCH:  
ENSURE THAT THE ABOVE INDICATED NAME IS THE SAME AS THE NAME SEARCHED  
THIS NAME WILL REMAIN CLEAR UNTIL THE CLOSE OF BUSINESS THIS DATE.

AVERTISSEMENT A LA PARTIE QUI DEMANDE LA RECHERCHE:  
ASSUREZ-VOUS QUE LE NOM INDIQUE CI-DESSUS EST LE MEME QUE CELUI QUI  
EST RECHERCHE. CET ETAT DEMEURE VALIDE JUSQU'A LA FIN DE LA JOURNEE  
DE TRAVAIL.

CHARGE FOR THIS CERTIFICATE : \$ 11.00  
FRAIS POUR CE CERTIFICAT :

## WARRANTY

TO: The Corporation of the Town of Amherstburg

AND TO: Mousseau, DeLuca  
Their solicitors herein


Re: Estate of Earl Clarence Farmer Sale to The Corporation of the Town of Amherstburg  
315 Richmond Street, Amherstburg, Ontario N9V 1H3  
Closing Date: March 31, 2003  
Our File No.: 03-68240 DC

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We represent and warrant to the Purchaser that during the time Earl Clarence Farmer has owned the property, he has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of our 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.

DATED at the City of Windsor, in the County of Essex, this <sup>26</sup> day of March, 2003.

  
Gerald Farmer (Estate Trustee)

  
Paul Joseph Boyko Sr. (Estate Trustee)

**GOODS AND SERVICES TAX CERTIFICATE**

TO: The Corporation of the Town of Amherstburg

AND TO: Mousseau, DeLuca  
Their solicitors herein


Re: Estate of Earl Clarence Farmer Sale to The Corporation of the Town of Amherstburg  
315 Richmond Street, Amherstburg, Ontario N9V 1H3  
Closing Date: March 31, 2003  
Our File No.: 03-68240 DC

---

THE UNDERSIGNED, being the Estate Trustees of the registered owner of the Property herein, hereby warrant, represent and certify that the sale of the Property herein is an exempt supply of real property pursuant to one of sections 2 through 5, 8 and 9 of Part I of Schedule V to the legislation enacting the Goods and Services Tax (i.e. Bill C-62), and that no Goods and Services Tax is payable in respect of the sale of the said Property.

DATED at the City of Windsor, in the County of Essex, this <sup>26<sup>th</sup></sup> day of March, 2003.

  
Gerald Farmer (Estate Trustee)

  
Paul Joseph Boyko Sr. (Estate Trustee)

TO: The Corporation of the Town of Amherstburg

AND TO: Mousseau, DeLuca  
Their solicitors herein

Re: Estate of Earl Clarence Farmer Sale to The Corporation of the Town of Amherstburg  
315 Richmond Street, Amherstburg, Ontario N9V 1H3  
Closing Date: March 31, 2003  
Our File No.: 03-68240 DC

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**UNDERTAKING**

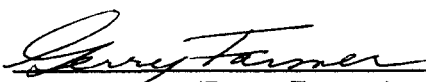
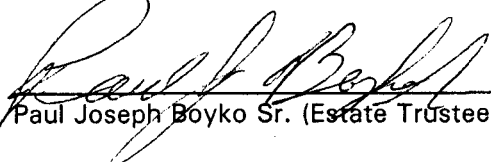
IN CONSIDERATION of the closing of the above-noted transaction, we, Gerald Farmer (Estate Trustee) and Paul Joseph Boyko Sr. (Estate Trustee), hereby undertake to provide vacant possession on closing and to pay all hydro, water and gas charges (if any) on the above-noted property up to the date of closing, and to re-adjust the items set forth in the Statement of Adjustments, including realty taxes, if necessary.

**BILL OF SALE**

We hereby transfer and convey to the Purchaser the chattels and fixtures included in this transaction as listed in the Agreement of Purchase and Sale. We covenant that Earl Clarence Farmer as the lawful owner of said chattels and fixtures, that there are no liens, encumbrances or claims affecting the said chattels and fixtures and that we have the right to transfer and convey same.

**DIRECTION**

You are hereby authorized and directed to make the balance due on the closing of the above transaction payable to our solicitors, CAW LEGAL SERVICES PLAN, IN TRUST, or as they may otherwise direct and for so doing this shall be your full, sufficient and irrevocable authority.

)  
)  
)   
) \_\_\_\_\_  
) Gerald Farmer (Estate Trustee)  
)  
)   
) \_\_\_\_\_  
) Paul Joseph Boyko Sr. (Estate Trustee)  
)  
)

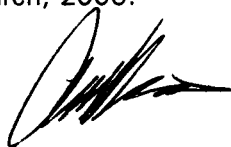
**DECLARATION**

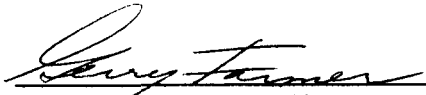

We, severally solemnly declare that we are not non-residents of Canada within the meaning of Section 116 of The Income Tax Act of Canada.

We, severally solemnly declare that at the time of his death, Earl Clarence Farmer was not a non-resident of Canada within the meaning of Section 116 of The Income Tax Act of Canada.

AND we make this solemn Declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me at the City )  
of Windsor, in the County of Essex this 26 )  
day of March, 2003. )



)  
)   
) \_\_\_\_\_  
) Gerald Farmer (Estate Trustee)  
)  
)   
) \_\_\_\_\_  
) Paul Joseph Boyko Sr. (Estate Trustee)  
)  
)

A COMMISSIONER ETC.

CANADA )  
Province of Ontario ) IN THE MATTER OF the title to 315 Richmond Street, Amherstburg, Ontario  
) hereinafter referred to as "the Property"  
)  
) Legally described as  
) Lot 197, Registered Plan 1066 as in R481226  
) Town of Amherstburg, County of Essex  
) Land Titles Division of Essex at Windsor, (No. 12)  
)  
) AND IN THE MATTER OF the sale thereof  
) from Estate of Earl Clarence Farmer  
) to The Corporation of the Town of Amherstburg  
)  
) TO WIT : )

We, Gerald Farmer (Estate Trustee) and Paul Joseph Boyko Sr. (Estate Trustee), of the Town of Amherstburg, in the County of Essex, Province of Ontario,

**Do Severally Solemnly Declare:**

1. That we are the Estate Trustees of the absolute owner of the above mentioned lands and either personally or by his tenants has been in the actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof, and of the houses and other buildings used in connection therewith since he obtained a conveyance thereof.
2. That save and except any taxes and local improvement rates charged thereon there is no encumbrance or easement whatsoever affecting the said lands.
3. That we are not aware of any person or persons or corporations having any claim or interest in the said lands or any part thereof adverse to or inconsistent with Earl Clarence Farmer's title and we are positive that none exists.
4. That Earl Clarence Farmer's possession and occupation of the above-mentioned lands has been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomsoever and during such possession and occupation no payment has ever been made or acknowledgment of title given by Earl Clarence Farmer, or, so far as we know, by anyone else, to any person in respect of any right, title, interest or claim upon the said lands.
5. That the deeds, evidences of title and other papers which have been produced by us all the title deeds, evidences of title and other papers relating to the title to the said lands that are in our possession or power and that to the best of our knowledge and belief the said title deeds and papers produced and this declaration and the registered title fully and fairly disclose all facts material to the title claimed by us and all contracts and dealings which affect the same or any part thereof so far as we have any knowledge thereof.
6. That to the best of our knowledge and belief the buildings used in connection with the premises are situate wholly within the limits of the lands described, and there is no dispute as to the boundaries of the said lands. We have never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise.
7. That there are no unregistered leases, agreements to lease or options to purchase the said lands.
8. That the said lands and premises were occupied by Earl Clarence Farmer at the time of his death.
9. That there are no construction liens registered against the said lands nor any claims for which such liens could be registered as all such claims have been paid in full.
10. That we are each of the full age of eighteen years.
11. There are no executions in the Sheriff's hands affecting the said lands to our knowledge.
12. All taxes on the said lands have been paid in accordance with the Statement of Adjustments.

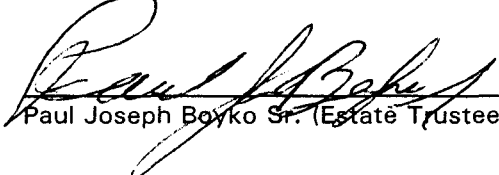
13. That when we agreed to sell the property described above to the transferee neither of us was and at the time of closing neither of us shall be a "non-resident of Canada" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada.

And we make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me at the City )  
of Windsor, in the County of Essex this 20 )  
day of March, 2003. )



A COMMISSIONER ETC.

  
\_\_\_\_\_  
Gerald Farmer (Estate Trustee)  
\_\_\_\_\_  
Paul Joseph Boyko Sr. (Estate Trustee)