

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2003-79

**Being a By-law to confirm the purchase of the
Tourist Information Booth**

WHEREAS the Corporation of the Town of Amherstburg deemed it proper to purchase the Tourist Information Booth at 116 Sandwich St. North and;

WHEREAS at a meeting held on July 15, 2002 the Council of the Town of Amherstburg and the Chamber of Commerce agreed on the terms of the Transfer of the Tourist Information Booth to the Town of Amherstburg

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

1. That the Council of the Town of Amherstburg confirm all actions taken to complete the purchase of the Tourist Information Booth at 116 Sandwich St. N. from the Chamber of Commerce.
2. That the report dated August 16, 1003 and attachments from Town Solicitor Armando DeLuca attached to and forming part of this By-law (Schedule A) be accepted.

Read a first, second, third time and finally passed this 22nd day of September, 2003.



MAYOR



CLERK

Certified to be a true copy of By-Law
No. 2003-79 passed September 22, 2003.

Clerk

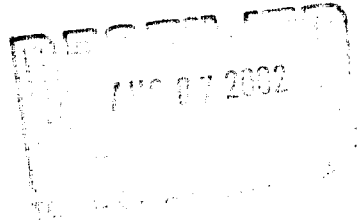
SCHEDULE "A" to By-law No. 2003-79

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

August 6, 2002

The Corporation of the
Town of Amherstburg
271 Sandwich St.S.
Box 159
Amherstburg, Ontario, N9V 2Z3



Attention: David Mailloux

Dear Mr. Mailloux

**RE: Town of Amherstburg p/f Chamber of Commerce
(Tourist Information Booth)**

I am pleased to enclose herewith the following:

1. Title Certificate.
2. Bill of Sale.
3. Statement of account for fees and disbursements.

I am pleased to have been of service to you and trust that this matter has been handled to your satisfaction.

Yours truly,

MOUSSEAU, DELUCA, MCPHERSON, PRINCE, LLP

Per _____

Armando F. DeLuca, Q.C.

AFD/lw
Encls.

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 St. S.
Box 159
Amherstburg, Ontario
N9V 2Z3

August 6, 2002

MATTER: 22299

RE: Amherstburg p/f Chamber of Commerce (Tourist Information Booth)

OUR ACCOUNT for all professional services rendered herein on your behalf in connection with the above captioned matter,

| | |
|--|-----------------|
| OUR FEE (WITH COURTESY ALLOWANCE) | \$450.00 |
| ST | \$ 31.50 |

DISBURSEMENTS

| | |
|-------------------------------------|----------|
| Subsearch | \$ 8.00 |
| Sheriff's certificate | \$ 11.00 |
| Register deed and land transfer tax | \$385.00 |

GST APPLICATION:

| | |
|-----------------------|------------------------|
| Law society levy | \$50.00 |
| Title conveyancer fee | \$35.00 |
| Copies and faxes | \$12.75 |
| GST | \$ 6.84 |
| | <u>\$508.59</u> |

TOTAL **\$990.09**

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

Per 
Armando F. DeLuca, C.M.A.

AFD/lw
e. & o. e.

*Sent a copy to Treasury for
payment Aug 13/02
TDR*

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

TITLE CERTIFICATE

**TO: THE CORPORATION OF THE
TOWN OF AMHERSTBURG
271 Sandwich St. S.
Amherstburg, Ontario N9V 2Z3**

DESCRIPTION OF LANDS:

**Williams St., Plan 7, West of Sandwich St. North,
Town of Amherstburg**

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:

Subject to an easement in favour of the Corporation of the Town of Amherstburg as in Instrument No. R1253967E.

**MOUSSEAU, DELUCA, MCPHERSON, PRINCE,LLP
Westcourt Place, 500-251 Goyeau St.
Windsor, Ontario N9A 6V2**

SURVEY: n/a

We confirm that the buildings are wholly situate within the lands and that there are no encroachments, except as specifically mentioned herein.

If a survey is not enclosed herein, our title certificate is subject to any defects which an up-to-date plan of survey might disclose.

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.

ENCLOSURES:

1. Statement of Account for services rendered;
2. Duplicate registered Transfer/Deed No.0361163;
3. Sheriff's certificates;
4. Bill of Sale

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.

* CLEAR / LIBRE *

CERTIFICATE #:
NO DE CERTIFICAT:
00419266-8160364B

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: 2002-08-01
DATE DU CERTIFICAT :

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

JE CERTIFIE, PAR LA PRESENTE, DE 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)

=====

(COMPANY/COMPAGNIE) AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF COMMERCE

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 :

FOR OFFICE USE ONLY

CERTIFICATE OF RECEIPT
PROPERTY
REGISTRY, ONTARIO

0361163

102 00 14 37

New Property Identifiers

Additional: See Schedule

Executions

CL-00419264

Additional: See Schedule

(1) Registry Land Titles (2) Page 1 of 2 pages

(3) Property Identifier(s) Block 01544 Property 1451 Additional: See Schedule

(4) Consideration
SIXTY THOUSAND Dollars \$ 60,000.00

(5) Description This is a: Property Division Property Consolidation
Williams Street, Plan 7, West of Sandwich Street North, Town of Amherstburg, County of Essex.

(6) This Document Contains (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(7) Interest/Estate Transferred Fee Simple

(8) Transferor(s) The transferor hereby transfers the land to the transferee and binds the transferee to the transferor's obligations.

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

A. AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF COMMERCE
Per: Carl Gibb, President 2002 07 29
Per: Steve Butcher, Vice-President 2002 07 29

We have authority to bind the Corporation

(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 P.O. Box 24 Amherstburg, Ontario N9V 2Z3

(11) Transferee(s) Date of Birth
Y M D
THE CORPORATION OF THE TOWN OF AMHERSTBURG

(12) Transferee(s) Address for Service 271 Sandwich Street South P.O. Box 159, 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.

Date of Signature Y M D Signature

Solicitor for Transferor(s) 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.

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

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

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

(15) Assessment Roll Number of Property City: 37 Mun: 29.310 Map: 000 Sub: 03750 Par:

(16) Municipal Address of Property
116 Sandwich Street North
Amherstburg, Ontario
N9V 2T7

(17) Document Prepared by:
Jeffrey A. Baker/Janice O. Busch
BONDY BAKER WOLF
41 Sandwich Street South
Amherstburg, Ontario
N9V 1Z5

| Fees and Tax | |
|-------------------|--------|
| Registration Fee | 100.00 |
| Land Transfer Tax | 325.00 |
| Total | 385.00 |

Affidavit of Residence and of Value of the Consideration Form 1 - Land Transfer Tax Act

2

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Williams Street, Plan 7, West of Sandwich St. N. Town of Amherstburg, County of Essex

BY (print names of all transferors in full) Amherstburg, Anderdon & Malden Chamber of Commerce

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, Q.C.

MAKE OATH AND SAY THAT:

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

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) 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)

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

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)

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

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)

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 \$60,000.00; (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 \$60,000.00; (h) VALUE OF ALL CHATTELS Nil; (i) Other consideration Nil; (j) TOTAL CONSIDERATION \$60,000.00

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

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

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 1st day of August 2002

[Signature]

Armando F. DeLuca signature(s)

A Commissioner for taking Affidavits, etc. LODIE WEISSER, a Commissioner, etc.

Property Information Record

- A. Describe nature of instrument: Transfer/Deed of Band.
B. (i) Address of property being conveyed (if available) 116 Sandwich St. N. Amherstburg, Ont.
(ii) Assessment Roll No. (if available) 37 29 310 000 03750
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) 271 Sandwich St.S. Amherstburg, Ontario
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Armando F. DeLuca, Q.C., MOUSSEAU, DELUCA, MCPHERSON, PRINCE 500-251 Goyeau St., 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

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).

This Indenture

made in duplicate this day of July, 2002

Between

AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF
COMMERCE

hereinafter called the Seller OF THE FIRST PART,

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the Buyer OF THE SECOND PART.

WHEREAS the Seller is possessed of the goods hereinafter set forth, and has contracted and agreed with the Buyer for the absolute Sale to him thereof, for the consideration hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of Sixty Thousand (\$60,000.00) Dollars of lawful money of Canada, paid by the Buyer to the Seller at or before the sealing and delivery of this Indenture (the receipt whereof is hereby acknowledged), the Seller does bargain, sell, assign, transfer and set over unto the said Buyer

ALL THOSE goods, namely:

one log cabin
reception counter
wall cabinets
all brochure racks

all of which goods, being in the possession of the Seller and located at 116 Sandwich Street North, Amherstburg, Ontario

AND all the right, title, interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the same, and every part thereof.

TO HOLD the said goods and every part thereof, and all the right, title and interest of the Seller therein and thereto, unto and to the use of the Buyer.

AND the Seller does hereby, covenant, promise and agree with the Buyer: THAT the Seller is now rightfully and absolutely possessed of and entitled to the said goods and every part thereof; AND that the Seller now has good right to assign the same unto the Buyer, and according to the true intent and meaning of this Indenture; AND that the Buyer, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, posses, and enjoy the said goods and every part thereof, to and for his own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller of any person or person whomsoever; AND that the said goods are free and clear from all encumbrances; AND that the Buyer shall be absolutely released and discharged, or otherwise, at the cost of the Seller, from all former and other bargains, sales, gifts, grants, charges and encumbrances affecting the said goods, and the Seller hereby indemnifies the Buyer with respect thereto;

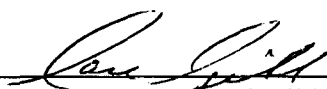
AND, that the Seller and all persons rightfully claiming, or to claim any estate, right, titles or interest of, in, or to the said goods and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the Buyer, but at the cost and charges of the Buyer make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said goods unto the Buyer, in manner aforesaid, and according to the true intent and meaning of this Indenture, as by the Buyer, of his Counsel in the law shall be reasonably advised or required.


IT IS AGREED that this Indenture and everything herein contained shall enure to the benefit of and be binding upon the executors, administrators and assigns or successors and assigns of the parties hereto respectively.

IT IS FURTHER AGREED that wherever this singular and masculine are used throughout this Indenture, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary has been made.

IN WITNESS WHEREOF, the Seller has executed this Indenture at Amherstburg, this 29th day of July, 2002.

AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF COMMERCE

Per: 
Carl Gibb, President

Per: 
Steve Butcher, Vice-President

We have authority to bind the Corporation

Dated July , 2002

AMHERSTBURG, ANDERDON &
MALDEN CHAMBER OF COMMERCE

AND

THE CORPORATION OF THE
TOWN OF AMHERSTBURG

Bill of Sale

This Indenture

made in duplicate this day of July, 2002

Between

AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF
COMMERCE

hereinafter called the Seller OF THE FIRST PART,

-and-

THE CORPORATION OF THE TOWN OF AMHERSTBURG

hereinafter called the Buyer OF THE SECOND PART.

WHEREAS the Seller is possessed of the goods hereinafter set forth, and has contracted and agreed with the Buyer for the absolute Sale to him thereof, for the consideration hereinafter mentioned:

NOW THEREFORE THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement, and in consideration of the sum of Sixty Thousand (\$60,000.00) Dollars of lawful money of Canada, paid by the Buyer to the Seller at or before the sealing and delivery of this Indenture (the receipt whereof is hereby acknowledged), the Seller does bargain, sell, assign, transfer and set over unto the said Buyer

ALL THOSE goods, namely:

one log cabin
reception counter
wall cabinets
all brochure racks

all of which goods, being in the possession of the Seller and located at 116 Sandwich Street North, Amherstburg, Ontario

AND all the right, title, interest, property, claim and demand whatsoever of the Seller of, in, to, and out of the same, and every part thereof.

TO HOLD the said goods and every part thereof, and all the right, title and interest of the Seller therein and thereto, unto and to the use of the Buyer.

AND the Seller does hereby, covenant, promise and agree with the Buyer: THAT the Seller is now rightfully and absolutely possessed of and entitled to the said goods and every part thereof; AND that the Seller now has good right to assign the same unto the Buyer, and according to the true intent and meaning of this Indenture; AND that the Buyer, shall and may from time to time, and at all times hereafter, peaceably and quietly have, hold, possess, and enjoy the said goods and every part thereof, to and for his own use and benefit, without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by the Seller of any person or person whomsoever; AND that the said goods are free and clear from all encumbrances; AND that the Buyer shall be absolutely released and discharged, or otherwise, at the cost of the Seller, from all former and other bargains, sales, gifts, grants, charges and encumbrances affecting the said goods, and the Seller hereby indemnifies the Buyer with respect thereto;

AND, that the Seller and all persons rightfully claiming, or to claim any estate, right, titles or interest of, in, or to the said goods and every part thereof, shall and will from time to time, and at all times hereafter upon every reasonable request of the Buyer, but at the cost and charges of the Buyer make, do and execute, or cause or procure to be made, done and executed, all such further acts, deeds and assurances for the more effectually assigning and assuring the said goods unto the Buyer, in manner aforesaid, and according to the true intent and meaning of this Indenture, as by the Buyer, of his Counsel in the law shall be reasonably advised or required.

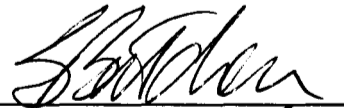
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AMHERSTBURG, ANDERDON & MALDEN CHAMBER OF COMMERCE

Per: 
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AMHERSTBURG, ANDERDON &
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