

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**BYLAW NO. 2005-98**

**Being a bylaw 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 part lots 18 and 19, parts 3 and 4 on 12R-3985, municipally known as 236 -238 and 242 Sandwich Street South in the Town of Amherstburg (see Schedule A attached) – from Ann R. Taskey and

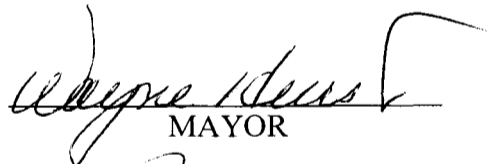

**WHEREAS** the Corporation of the Town of Amherstburg and Ann R. Taskey have agreed to terms and conditions of the transaction; and

**WHEREAS** the Town has now received the closing documents and report from the Solicitor

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

1. That it be confirmed that the Mayor & Clerk is authorized to enter into a purchase and sale agreement dated June 15, 2005 (see Schedule B) attached to and forming part of this bylaw for the purchase of part lots 18 and 19, parts 3 and 4 on 12R-3985, municipally known as 236 – 238 and 242 Sandwich Street South in the Town of Amherstburg and also that the Mayor and Clerk be authorized to do all things necessary and incidental to the complete the acquisition of the lands.

Read a first, second and third time and finally passed this 28<sup>th</sup> day of November, 2005.

  
MAYOR  
  
CLERK

Certified to be a true copy of Bylaw  
No. 2005-98 passed by the Corporation  
of the Town of Amherstburg on the 28<sup>th</sup>  
day of November, 2005.

\_\_\_\_\_  
Clerk

**SCHEDULE 'A'**

236-238 and 242 Sandwich St. S., Amherstburg, Ontario. Part Lot 18, Plan 1 and Part Lots 18 and 19, Plan 1, Town of Amherstburg, County of Essex.



# Agreement of Purchase and Sale Commercial

**Form 500**  
for use in the Province of Ontario

**BUYER,**..... THE CORPORATION OF THE TOWN OF AMHERSTBURG ....., agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,**..... ANN TASKY ....., the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address 236-38 AND 242 SANDWICH STREET fronting on the West side of SANDWICH STREET  
in the TOWN OF AMHERSTBURG, COUNTY OF ESSEX, PROVINCE OF ONTARIO  
and having a frontage of 50 FEET / 70 FEET more or less by a depth of 65 FEET / 65 FEET more or less and legally  
described as PLAN 1 PT LOT 18 AND PLAN 1 PT LOTS 18 & 19  
..... (the "property").  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:**..... Three Hundred and Eighty Six Thousand ..... Dollars (CDN\$)..... 386000.00

**DEPOSIT:**  
Buyer submits ( upon acceptance ) ..... Ten Thousand ..... Dollars (CDN\$)..... 10000.00  
(Herewith/Upon acceptance)

by negotiable cheque payable to..... to be held in trust without interest 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 more particularly set out in Schedule A attached.

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

1. **CHATELS INCLUDED:**
2. **FIXTURES EXCLUDED:**
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:
4. **IRREVOCABILITY:** This Offer shall be irrevocable by..... Buyer ..... until 6:00 p.m. on the 15th day of June, 2005,  
(Seller/Buyer)  
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 October, 2005. 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. 519-966-0988 ..... (For delivery of notices to Seller) FAX No. 519-966-0988 ..... (For delivery of notices to Buyer)
7. **GST: If this transaction is subject to Goods and Services Tax (GST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect GST 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 GST payable and file the prescribed form and shall indemnify the Seller in respect of any GST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If this transaction is not subject to GST, Seller agrees to certify on or before closing, that the transaction is not subject to GST.
8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 28th day of September, 2005, (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( Commercial ) ..... ) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders 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.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**



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 not withstanding 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. **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 form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office 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.
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. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the broker 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.
24. **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.
25. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.
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.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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

DATED at Amherst, NY this 7 day of June, 2005  
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Buyer/Authorized Signing Officer) Mark Gzuta (Seal) DATE.....  
(Witness) (Buyer/Authorized Signing Officer) (Seal) DATE.....

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 Amherst, NY this 15 day of June, 2005  
SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] (Seller/Authorized Signing Officer) ANN TASKY (Seal) DATE June 15/05  
(Witness) (Seller/Authorized Signing Officer) (Seal) DATE.....

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees 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) (Seal) 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 10<sup>50</sup> a.m./p.m. this 15 day of June, 2005 Ann Tasky  
(Signature of Seller or Buyer)

**CONFIRMATION OF REPRESENTATION**  
Listing Broker: Bob Peller, Real Estate Tel.No. 966 7750 Represents Seller  
Co-op/Buyer Broker..... Tel.No..... Represents.....

**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.  
Ann Tasky (Seller) DATE June 15/05  
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.  
Mark Gzuta (Buyer) THE CORPORATION OF THE TOWN OF AMHERSTBURG DATE June 15/05  
Address for Service..... Tel.No.....  
Address for Service: 271 SANDWICH STREET Tel.No. 736-3012  
Seller's Lawyer.....  
Buyer's Lawyer: ARMANDO DE LUCA  
Address.....  
Tel.No..... 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

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

**BUYER**, ..... **THE CORPORATION OF THE TOWN OF AMHERSTBURG** ..... and

**SELLER**, ..... **ANN TASKY** .....

for the purchase and sale of **236-38 AND 242 SANDWICH STREET** .....

**TOWN OF AMHERSTBURG, COUNTY OF ESSEX, PROVINCE OF ONTARIO** .....

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer is aware that the property may be subject to the Goods and Service Tax (GST) and will be responsible to pay this tax on closing of this transaction.

The Vendors believe that there are no environmental issues regarding this property.

*Appt*  
This Offer is Conditional Upon the approval of the Amherstburg Town Council for the acquisition of the property no later than 11:59 pm on the 15<sup>th</sup> day of June, 2005, 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 offer is Conditional upon the Town of Amherstburg (Purchaser) assessing for themselves the need for an environmental study on the land. Should the Purchaser not wish to proceed ahead then this offer shall be null & void & deposit returned in full. This condition is for the benefit of the Purchaser and may be waived at their option no later than June 30<sup>th</sup> 2005*  
*Appt*

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

INITIALS OF BUYER(S):

*JB*

INITIALS OF SELLER(S):

*AT*



# Confirmation of Co-operation and Representation

**BUYER:**..... THE CORPORATION OF THE TOWN OF AMHERSTBURG .....

**SELLER:**..... ANN TASKY .....

For the transaction on the Property known as: 236-38 AND 242 SANDWICH STREET .....

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant and a "sale" includes a lease.

**The following information is confirmed by the undersigned Broker(s). If a Co-operating Broker is involved in the transaction, the brokers agree to co-operate, in consideration of, and on the terms and conditions as set out below.**

**1. LISTING BROKER**

- a)  The Listing Broker represents the interests of the Seller in this transaction and is providing customer service to the Buyer. The Buyer may be buying the property directly from the Listing Broker or may be using the services of a Co-operating Broker (If applicable, Section 3 will be completed by Co-operating Broker).
- b)  **DUAL AGENCY:** The Listing Broker has entered into a Buyer Agency Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, as a Dual Agent for this transaction. The Listing Broker must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Broker has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Broker.

However, the Listing Broker shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;

And; the Listing Broker shall not disclose to the Buyer the terms of any other offer.

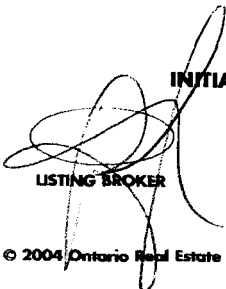
However, it is understood that factual market information about comparable properties and information known to the Listing Broker concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

**2. PROPERTY SOLD BY BUYER BROKER – PROPERTY NOT LISTED**

- The Broker is a Buyer Broker and the property is not listed with any real estate broker. The Broker is providing customer service to the Seller and will be paid
  - by the Seller in accordance with a Commission Agreement For Property Not Listed
  - or:  by the Buyer directly

Additional comments and/or disclosures by Listing/Buyer Broker:

**INITIALS OF BUYER(S)/SELLER(S)/BROKER(S) REPRESENTATIVE(S) (WHERE APPLICABLE)**

  
LISTING BROKER

  
CO-OPERATING/BUYER BROKER

  
SELLER

  
BUYER



**3. CO-OPERATING BROKER (If applicable, Co-operating Broker completes Section 3 and Listing Broker indicates 1. a) in Section 1.)**

- a)  The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker
- the commission as indicated in the MLS® information for the property
- or, if not an MLS® listing:  a commission of.....
- plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease. Said payment of commission will not make the Co-operating Broker either the agent or sub-agent of the Seller or the Listing Broker.
- b)  The Co-operating Broker is a Buyer Broker representing the interests of the Buyer in this transaction. The Co-operating Broker waives any offer of sub-agency with the Listing Broker and/or Seller, and is providing customer service to the Seller. It is further understood and agreed that the Co-operating Broker will be receiving payment directly from the Buyer in this transaction.
- c)  The Co-operating Broker accepts the offer of sub-agency from the Seller and/or Listing broker and represents the interests of the Seller in this transaction while offering the Buyer customer service. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker
- the commission as indicated in the MLS® information for the property
- or, if not an MLS® listing:  a commission of.....
- plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease.
- d)  The Co-operating Broker is providing customer service to both the Buyer and the Seller. It is further understood and agreed that the Listing Broker will pay the Co-operating Broker
- the commission as indicated in the MLS® information for the property
- or, if not an MLS® listing:  a commission of.....
- plus applicable Goods and Services Tax, from the amount paid by the Seller to the Listing Broker, on any trade wherein the Co-operating Broker has obtained an accepted Agreement of Purchase and Sale, option to Purchase or Agreement to Exchange and/or Lease. Said payment of commission will not make the Co-operating Broker either the agent or sub-agent of the Seller or the Listing Broker.

Additional comments and/or disclosures by Co-operating Broker:

COMMISSION TRUST AGREEMENT: If the above Co-operating Broker is receiving payment of commission from the Listing Broker, then the agreement between Listing Broker and Co-operating Broker further includes a Commission Trust Agreement, the consideration for which is the Co-operating Broker 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 Broker's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Broker 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 Broker under the terms of the applicable MLS® rules and regulations.

**SIGNED BY BROKER(S) REPRESENTATIVE(S) (WHERE APPLICABLE)**

<p><b>Bob Pedler Real Estate Limited</b></p> <p>.....                  (Name of Listing Broker)</p> <p><b>535 Sandwich St. S., Amherstburg, ON</b></p> <p>.....                  (Address of Listing Broker)</p> <p>Tel: <b>736-4754</b> Fax: <b>736-1999</b></p> <p>.....                  (Signed on Behalf of Listing Broker) <b>Ron Deneau</b> Date: <b>June 15/05</b></p>	<p>.....                  (Name of Co-operating/Buyer Broker)</p> <p>.....                  (Address of Co-operating/Buyer Broker)</p> <p>Tel: ..... Fax: .....</p> <p>.....                  (Signed on Behalf of Co-operating/Buyer Broker) Date: .....</p>
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**ACKNOWLEDGMENT**

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

<p>.....                  (Signature of Seller) <b>Ron Deneau</b> Date: <b>June 15/05</b></p> <p>.....                  (Signature of Seller) Date: .....</p>	<p>.....                  (Signature of Buyer) <b>Paul Ryan</b> Date: <b>June 7, 2005</b></p> <p>.....                  (Signature of Buyer) Date: .....</p>
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**REMOVAL OF CONDITIONS**

Regarding the Agreement of Purchase and Sale on the Property:

KNOWN AS: 236-38 and 242 Sandwich, Amherstburg

DATED: June 7, 2005

VENDORS: Ann Tasky

PURCHASERS: The Corporation of the Town of Amherstburg

I/We the Purchaser(s), hereby notify the Vendor(s) that the condition(s) in the above mentioned Agreement of Purchase and Sale has/have been fulfilled.

Therefore, I/We do hereby waive said conditions and plan to close the transaction as scheduled.

DATED AT Amherstburg THIS 20 DAY OF June, 2005

Witness

Purchaser

Witness

Purchaser

RECEIPT OF A COPY ACKNOWLEDGED BY:

Vendor or Vendor(s) Agent

Date

Bob Pedler Real Estate Limited  
535 Sandwich Street South  
Amherstburg, Ontario N9V 3G5  
(519) 966-3750 . Fax (519) 736-1999

