

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BYLAW NO. 2006-54

Being a Bylaw to authorize the sale of certain surplus lands
to Clarke Pontiac Buick and Mikhail Holdings

WHEREAS the Council of the Town of Amherstburg has deemed it appropriate and expedient to sell small parcels of surplus lands to abutting properties to facilitate economic development; and

WHEREAS Council of the Town of Amherstburg at the regular meeting held on January 9, 2006 has declared the said properties as surplus and that they be sold to adjacent property owners in accordance with the Town Disposal of Real Property policy; and

WHEREAS an appraisal of the properties was commissioned by the Town; and

WHEREAS the appraised value as follows is acceptable to the purchasers:

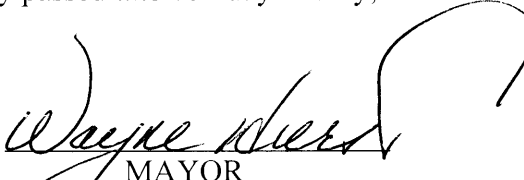
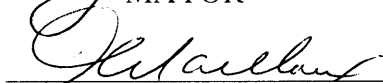
Parcel A - \$21,300.00
Parcel B - \$21,300.00
Parcel C - \$64,000.00

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

1. That the properties shown in Schedule A attached and forming part of this Bylaw be sold to the abutting landowners as follows:

Parcel A - Clarke Pontiac Buick \$21,300.00
Parcel B - Mikhail Holdings \$21,300.00
Parcel C - Mikhail Holdings \$64,000.00
2. That the sale of the lands be subject to the necessary easements, encumbrances and restrictions that the Town requires for including but not necessarily limited to sewers, watermain and utilities.
3. That Administration and the Town Solicitor be authorized to take the necessary steps to complete the transfers of said lands.
4. That the Mayor and Clerk be authorized to sign the original and a copy of the transfer/deed and affix the corporate seal thereto.
5. The bylaw shall come into force and take effect on the date of the final passing thereof.

Read a first, second and third time and finally passed this 10th day of July, 2006.


MAYOR

CLERK

Certified to be a true copy of Bylaw
No. 2006-54 passed by the Council
Of the Town of Amherstburg on
July 10, 2006.

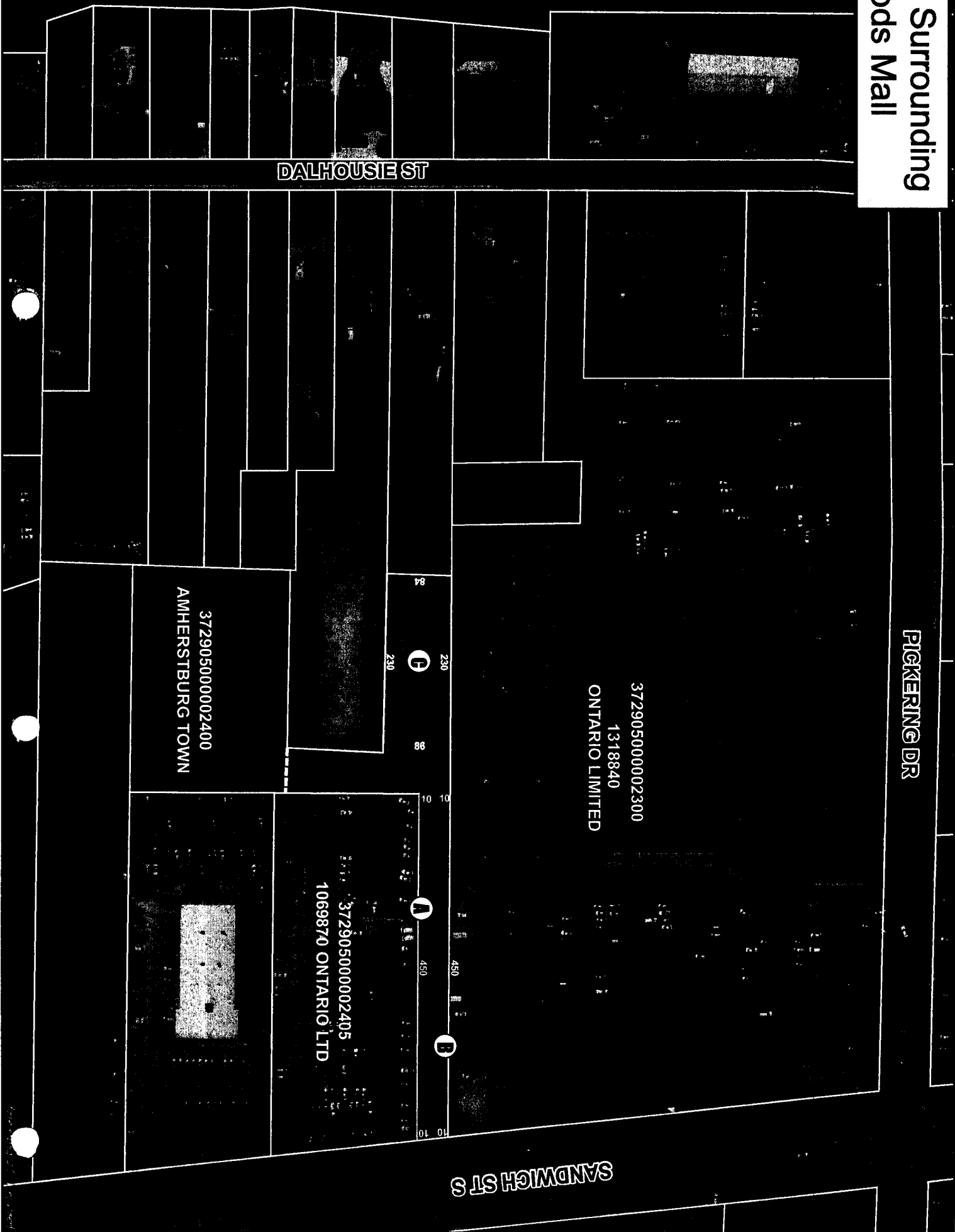
David Mailloux, Clerk



Properties Surrounding White Woods Mall

Legend

- Tract A
- Tract B
- Tract C



This map is for general reference purposes.
The City of Pickering, Ontario, Canada

**MOUSSEAU DELUCA
McPHERSON PRINCE LLP**

LEON Z. MCPHERSON, Q.C. (1934-1989) MAX N. MOUSSEAU, Q.C. (1949-1988)
WALTER H. PRINCE, Q.C., LL.D. (1955-2005) ARMANDO F. DELUCA, Q.C., O.O.N.T.
RICHARD A. DINHAM, B.COMM., LL.B. THOMAS R. PORTER, B.A., LL.B.
EDWARD J. POSLIFF, B.A.(HON.), LL.B., LL.M.* RICHARD LEE POLLOCK, B.P.A., LL.B.
ILIAS KIRITSIS, LL.B., J.D. CHRISTINE JAHNS MALOTT, B.A.(HON.), LL.B.
NICOLE M. LAMPHIER, B.A.(HON.), LL.B. ROBERT AUGER, B.A., B.COMM., LL.B.
RUTH P. ORTON-PERT, LL.B. ERIKA VALVASORI, B.Sc.(HON.), B.Ed., LL.B.
*CERTIFIED SPECIALIST (CIVIL LITIGATION)

August 29, 2006

DELIVERED

Corporation of the Town of Amherstburg
271 Sandwich Street South
Amherstburg, Ontario, N9V 2A5

AUG 30 2006

Attention: Mr. Frank Pizzuto, M. Pa., CAO

Dear Frank:

re: **AMHERSTBURG SALE TO 1318840 ONTARIO LIMITED
(MIKHAIL HOLDINGS) - PARTS 1 AND 4, REFERENCE
PLAN 12R-22700, TOWN OF AMHERSTBURG
AND RECIPROCAL EASEMENT AGREEMENT**

We confirm that the Transfer and Reciprocal Easement Agreement were registered late yesterday afternoon and we accordingly enclose the following:

1. Photocopy of Transfer which was registered on August 28, 2006 as Instrument No.Rr1545741;
2. Photocopy of Reciprocal Easement Agreement which was registered on August 28, 2006 as Instrument Number R1545742;
3. Photocopy of Declaration of Possession given to the purchaser;
4. Statement of Adjustments;
5. Bank draft payable to the Town of Amherstburg in the amount of \$85,300.00.

Our account will follow in the usual manner.

If you have any questions, please do not hesitate to call the writer.

Yours truly

MOUSSEAU DeLUCA McPHERSON PRINCE LLP

Per: 
ARMANDO F. DeLUCA, Q.C.

AFD*wlm
encl.

FOR OFFICE USE ONLY

1545741
New Property Identifier

CERTIFICATE OF REGISTRATION
CERTIFICATE OF REGISTRATION
OFFICE (12) WINDSOR
16.145
2006 AUG 28 AM 8:54
REGISTRAR/REGISTRATEUR

Additional:
See Schedule

Executions
Additional:
See Schedule

(1) Registry Land Titles (2) Page 1 of 3 pages

(3) Property Identifier(s) Block 70566 - Property 0023 (R) Additional See Schedule

(4) Consideration
EIGHTY FIVE THOUSAND THREE HUNDRED
Dollars \$ 85,300.00

(5) Description This is a: Property Division Property Consolidation
**Part Lot 3, Concession 1,
being Parts 1 and 4, Reference Plan 12R-22700,
Town of Amherstburg (formerly Geographic Township of Malden),
County of Essex**
as described in attached Schedule 1
being part of the P.I.N.

(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 certifies that the transferor is at least eighteen years old and that

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

THE CORPORATION OF THE TOWN OF AMHERSTBURG
Per: *Wayne Hurst* 2006 08 24
Wayne Hurst, Mayor
I have authority to bind the Corporation

Per: *David Mailloux* 2006 08 24
David Mailloux, Clerk
I 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 **271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

(11) Transferee(s) Date of Birth
Y M D
1318840 ONTARIO LIMITED

(12) Transferee(s) Address for Service

(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
Y M D Y M D

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.

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
Municipal Address of Property
not assigned

Cty. Mun. Map Sub. Par. not assigned

(17) Document Prepared by:
**ARMANDO F. DeLUCA, Q.C.
Mousseau DeLuca McPherson Prince
LLP
500 - 251 Goyeau Street
Windsor, Ontario, N9A 6V2
File #23100**

Fees and Tax

Registration Fee	6000
Land Transfer Tax	57800
Total	63800

Additional Property Identifier(s) and/or Other Information**(5) Description**

Part Lot 3, Concession 1, being Parts 1 and 4, Reference Plan 12R-22700
Town of Amherstburg (formerly Geographic Township of Malden)
County of Essex,

being part of the P.I.N.

TOGETHER WITH A RIGHT OF WAY for access, egress and services over
Parts 2 and 5, Reference Plan 12R-22700, Town of Amherstburg, County of
Essex

AND SUBJECT to a right of way for services in favour of The Corporation
of the Town of Amherstburg over Part 4, Reference Plan 12R-22700, Town
of Amherstburg, County of Essex.

FOR OFFICE
USE ONLY



Ministry of Finance
Motor Fuels and
Tobacco Tax Branch
PO Box 625
33 King St West
Oshawa ON L1H 8H9

Property Identifier(s) No.
[]

Land Transfer Tax Affidavit
Land Transfer Tax Act

Refer to instructions on reverse side.

In the Matter of the Conveyance of (insert brief description of land) _____
Part Lot 3, Concession 1, being Parts 1 and 4 on Plan 12R-22700, Town of Amherstburg, County of Essex
and Province of Ontario

BY (print names of all transferors in full) **THE CORPORATION OF THE TOWN OF AMHERSTBURG**
TO (print names of all transferees in full) **1318840 ONTARIO LIMITED**

I **MARY-ANN KEEFNER**

have personal knowledge of the facts herein deposed to and Make Oath and Say that:

1. I am (place a clear mark within the square opposite the following paragraph(s) that describe(s) the capacity of the deponents):
- (a) the transferee named in the above-described conveyance;
 - (b) the authorized agent or solicitor acting in this transaction for the transferee(s);
 - (c) the President, Vice-President, Secretary, Treasurer, Director or Manager authorized to act for _____ (the transferee(s));
 - (d) a transferee and am making this affidavit on my own behalf and on behalf of (insert name of spouse or same-sex partner) _____ who is my spouse or same-sex partner.
 - (e) the transferor or an officer authorized to act on behalf of the transferor company and I am tendering this document for registration and no tax is payable on registration of this document.

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

(a) Monies paid or to be paid in cash	\$	<u>85,300.00</u>	
(b) Mortgages (i) Assumed (principal and interest)	\$	<u>Nil</u>	} All blanks must be filled in. Insert "Nil" where applicable.
(ii) Given back to vendor	\$	<u>Nil</u>	
(c) Property transferred in exchange (detail below in para. 5)	\$	<u>Nil</u>	
(d) Other consideration subject to tax (detail below)	\$	<u>Nil</u>	
(e) Fair market value of the lands (see Instruction 2)	\$	<u>Nil</u>	
(f) Value of land, building, fixtures and goodwill subject to Land Transfer Tax (Total of (a) to (e))	\$	<u>85,300.00</u>	\$ <u>85,300.00</u>
(g) Value of all chattels - items of tangible personal property which are taxable under the provisions of the Retail Sales Tax Act	\$		\$ <u>Nil</u>
(h) Other consideration for transaction not included in (f) or (g) above	\$		\$ <u>Nil</u>
(i) Total Consideration	\$	<u>85,300.00</u>	\$ <u>85,300.00</u>

3. To be completed where the value of the consideration for the conveyance exceeds \$400,000.00.
- I have read and considered the definition of "single family residence" set out in subsection 1(1) of the Act. The land conveyed in the above-described conveyance:
- does not contain a single family residence or contains more than two single family residences;
 - contains at least one and not more than two single family residences; or
 - contains at least one and not more than two single family residences and the lands are used for other than just residential purposes. The transferee has accordingly apportioned the value of consideration on the basis that the consideration for the single family residence is \$ _____ and the remainder of the lands are used for _____ purposes.

Note: Subsection 2(1)(b) imposes an additional tax at the rate of one-half of one per cent upon the value of the consideration in excess of \$400,000.00 where the conveyance contains at least one and not more than two single family residences and 2(2) allows an apportionment of the consideration where the lands are used for other than just residential purposes.

4. If consideration is nominal, is the land subject to any encumbrance? Yes No
5. Other remarks and explanations, if necessary. _____

Sworn/affirmed before me in the City of Windsor
City of Essex

this 24th day of August, 2006

Judith Lynn Somodi
A Commissioner for taking Affidavits, etc.

M Keefner
Signature(s)

Judith Lynn Somodi, a Commissioner, etc.,
County of Essex, for Miller, Canfield, Paddock and Stone, LLP, Barristers and Solicitors.
Expires March 16, 2008.

Property Information Record

A. Describe nature of instrument: Transfer/Deed of Land

B. (i) Address of property being conveyed (if available) not assigned

(ii) Assessment Roll No. (if available) not assigned

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed
33 University Avenue West, Suite 400, Windsor, Ontario, N9A 5N8

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: Mary-Ann Keefner, Miller, Canfield, Paddock and Stone, LLP
443 Ouellette Avenue, Windsor, Ontario, N9A 6R4

For Land Registry Office Use Only

Registration No. _____

Registration Date (Year/Month/Day) _____

Land Registry Office No. _____

School Support (Voluntary Election) (See reverse for explanation)

	Yes	No
(a) Are all individual transferees Roman Catholic?	<input type="checkbox"/>	<input type="checkbox"/>
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters?	<input type="checkbox"/>	<input type="checkbox"/>
(c) Do all individual transferees have French Language Education Rights?	<input type="checkbox"/>	<input type="checkbox"/>
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)?	<input type="checkbox"/>	<input type="checkbox"/>

Note: As to (c) and (d) the land being transferred will receive French Public School Board Election unless otherwise directed in (a) and (b).

RECIPROCAL EASEMENT AGREEMENT

BETWEEN:

1318840 ONTARIO LIMITED

hereinafter called "1318840"

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter called "the Town"

WHEREAS the Town is the owner of certain lands and premises described as Part Lot 3, Concession 1, being Parts 2 and 5 on Plan 12R-22700, Town of Amherstburg;

AND WHEREAS 1318840 is the owner of certain lands and premises described as Part Lot 3, Concession 1, being Parts 1 and 4 on Plan 12R-22700, Town of Amherstburg; being Part of PIN 70566-0023 (R) and PCL Block A – 1 Section M83, Block A, Plan M83, Parts 1 to 7 on Plan 12R-7447, Town of Amherstburg, being all of PIN 70566-0059 (LT);

AND WHEREAS the Town and 1318840 have agreed to create certain rights-of-way and easements;

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) now paid by each part to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.1 The following definitions shall apply to this Agreement;

"1318840" shall mean 1318840 Ontario Limited;

"1318840 Lands" shall mean Firstly: PCL Block A-1, Sec M83; Blk A PL M83, Pts 1-7, 12R-7447, SUBJECT TO R356082; Amherstburg, being PIN 70566-0059(LT); Secondly: PCL 3-18, Sec Amherstburg-1; Pt Lot 3, Con 1, Pts 1 & 2, 12R-2926, Pt 2, 12R-2927, Pts 2, 3 & 4, 12R-4482, Pts 2, 3 & 4, 12R-6389, SUBJECT TO R356082, SUBJECT TO Pt Farm Lt 3, Con 1, Pt 4, 12R-4482, in favour of Pt Farm Lot 3, Con 1, Pts 5 & 6, 12R-4482, as in LT41756; Amherstburg, being PIN 70566-0058 (LT).

"1318840 Services" shall mean those services and utility installations located in, on, or under the Town Lands and connected to, servicing and benefiting the 1318840 Lands and building and improvements located thereon. These shall include, without limitation, all storm, water and sanitary sewers, wells, all drains, water mains, water courses and hydro electric lines, gas and water lines and installations, shut off valves and telephone and cable television lines together with their appurtenances.

"Common Road" shall mean Pt Lot 3, Con 1, designated as Parts 2 & 5 on 12R-22700.

"Lands" shall mean, collectively, the Town Lands and the 1318840 Lands.

"Lien" shall mean a construction or other lien or encumbrance for labour, services or materials relating to work performed on an Owner's lands and **"Liens"** shall mean the plural thereof.

"Lien Legislation" shall mean the Construction Lien Act, RSO 1990, as amended.

"Owner" shall mean, unless otherwise expressly provided in this Agreement, the Town or 1318840, and each of their respective successors and assigns and, unless otherwise as aforesaid, **"Owners"** shall mean, collectively, the Town and 1318840 and their respective successors and assigns limited as aforesaid.

"the Town" shall mean The Corporation of the Town of Amherstburg.

"Town Lands" shall mean Part of Lot 3, Con 1, being Pts 2 & 5 on 12R-22700, Amherstburg, being Pt of PIN 70566-0023 (R).

"Wal-Mart" shall mean Wal-Mart Canada Corp.

3

- 1.2 The easements and rights in the nature of easements between the Owners created in this Agreement are interests in the parts of the Lands burdened thereby. Each right of access, vehicular passage, and use of an Owner under this Agreement shall also be exercisable by any occupant, tenant, subtenant, assignee, concessionaire, franchisee or licensee of any land comprising all or part of the Owner's lands or of any space or premises or part thereof on such Owner's lands (an "Occupant") and the respective customers, employees, servants, agents, invitees and licensees of such Owner and such Occupants, in common with the other Owner, the respective Occupants of the other Owner's lands and the respective customers, employees, servants, agents, invitees and licensees of the other Owner and its respective Occupants.

1.3 **Easements Benefiting 1318840 Lands**

- (a) Subject to the terms of this Agreement, the Town, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Town Lands are subject to the following easements and rights in favour of 1318840, its successors and assigns, for themselves and for the benefit of the 1318840 Lands and their Occupants, customers, employees, servants, agents, invitees and licensees, and for the customers, employees, servants, agents, invitees and licensees of their Occupants:
- (i) **Specific Access Easement** – A non-exclusive easement in perpetuity over the Common Road for the passage and repassage of trucks and/or motor vehicles and pedestrians over the said areas to and from the 1318840 Lands and adjacent streets, but shall not include the right to park or temporarily store vehicles or to otherwise occupy as it is intended that there be a free flow of traffic over the Common Road, but shall include the right to pave same; and
- (ii) **General Services Easement** - An easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through the Town Lands, upon Notice and at 1318840's sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the 1318840 Services. The Town shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the 1318840 Services which has the effect of disrupting the ordinary business operations of 1318840 or any of the businesses located on the 1318840 Lands nor to permit the construction of any building or other structure thereon other than paving. The 1318840 Services shall be placed in locations which are satisfactory to the Town, acting reasonably.
- (b) Such rights and easements set forth in Subsections (i) and (ii) in Subsection (a) above, shall be in common with the right of the Town, its successors and assigns, for themselves and for the benefit of their Occupants, customers, employees, servants, agents, invitees and licensees, and for the customers, employees, servants, agents, invitees and licensees of their Occupants.
- (c) The rights of 1318840, its successors and assigns, and the other parties set out above pursuant to this Section 1.2 shall be of the same force and effect as a covenant running with the Town Lands and shall be appurtenant to the 1318840 Lands.
- (d) In connection with any work to be performed by or for 1318840 on the Town Lands pursuant to Subsection 1.2(a), 1318840, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the Town Lands including, without limitation, the Lien Legislation, and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any Lien relating to work performed pursuant to Subsection 1.2(a):
- (i) supplied to or for 1318840; or

(ii) the cost of or for which 1318840 may be in any way liable or responsible

shall be filed against the Town Lands, 1318840 shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of action registered in respect of any Lien, by payment or in such other manner as may be required or permitted by law. If 1318840 does not obtain and register a discharge of such Liens or any certificate of action in respect of any Lien, as herein provided, the Town may make any payments into court as may be required to procure and register the discharge of any such Liens, including any certificate of *lis pendens* registered in respect of any Lien, and shall be entitled to be reimbursed by 1318840 forthwith and its right to reimbursement shall not be diminished, affected or impaired if 1318840 shall then or subsequently establish or claim that any Lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set off or defence. If the Town is reimbursed by 1318840 in respect of any payment into court made by the Town as set out herein, the Town shall, at 1318840's request, assign to 1318840 its rights to the funds paid into court by the Town.

1.4 **Easements Benefiting the Town Lands**

(a) Subject to the terms of this Agreement, 1318840, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the 1318840 Lands are subject to the following easements and rights in favour of the Town, its successors and assigns, for themselves and for the benefit of the Town Lands, their Occupants, customers, employees, servants, agents, invitees and licensees, and for the customers, employees, servants, agents, invitees and licensees of their Occupants:

(i) General Services Easement - An easement and right (but not the obligation) in perpetuity in, on, over, along, under, and through the 1318840 Lands, upon Notice and at the Town's sole cost, to enter, construct, maintain, inspect, alter, repair, remove, replace, reconstruct, and enlarge the Town Services. 1318840 shall not suffer, permit, or cause any interruption, blockage, obstruction, stoppage, delay, or cessation of all or any of the Town Services which has the effect of disrupting the ordinary business operations of the Town or any of the businesses located on the Town Lands nor to permit the construction of any building or other structure thereon other than paving, lighting and parking facilities. The Town Services shall be placed in locations which are satisfactory to 1318840, acting reasonably.

(b) Such rights and easements set forth in Subsection (i) in Subsection (a) above shall be in common with the right of 1318840, its successors and assigns, for themselves and for the benefit of their Occupants, customers, employees, servants, agents, invitees and licensees, and for the customers, employees, servants, agents, invitees and licensees of their Occupants. The rights of the Town, its successors and assigns, and the other parties set out above pursuant to this Section shall be of the same force and effect as a covenant running with the 1318840 Lands and shall be appurtenant to the Town Lands.

(c) In connection with any work to be performed by or for the Town on the 1318840 Lands pursuant to Subsection (a), the Town, shall comply with every law including municipal bylaws, ordinances and regulations affecting such work and the 1318840 Lands including, without limitation, the Lien Legislation, and every other statute applicable thereto (including any provisions requiring or enabling the retention by way of holdback of portions of any sums payable) and except as to any such holdback shall promptly pay all accounts relating thereto. Whenever any Lien relating to work performed pursuant to Subsection (a):

(i) supplied to or for the Town; or

(ii) the cost of or for which the Town may be in any way liable or responsible

shall be filed against the 1318840 Lands, the Town shall within twenty (20) days after receipt of notice thereof procure and register a discharge thereof, including any certificate of *lis pendens* registered in respect of any Lien, by payment or in such other manner as may be required or permitted by law. If the Town does not obtain and register a discharge of such Liens or any certificate of action in respect

5

of any Lien, as herein provided, 1318840 may make any payments into court as may be required to procure and register the discharge of any such Liens, including any certificate of action registered in respect of any Lien, and shall be entitled to be reimbursed by the Town forthwith and its right to reimbursement shall not be diminished, affected or impaired if the Town shall then or subsequently establish or claim that any Lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set off or defence. If 1318840 is reimbursed by the Town in respect of any payment into court made by 1318840 as set out herein, 1318840 shall, at the Town's request, assign to the Town its rights to the funds paid into court by 1318840.

1.5 **Confirmation of Easements**

The easements acknowledged and confirmed in Sections 1.2 and 1.3 hereof shall exist without the necessity of confirmation by any other document, but all Owners will, at the request of any other Owner accompanied by the submitting by the other Owner of the appropriate documents in a form suitable for registration, execute and acknowledge such documents giving further assurances of such easements.

1.6 **Works**

Any maintenance, inspection, alteration, repair, removal, replacement, reconstruction, construction, installation and/or enlargement of works (the "Works") associated with the grant of rights granted in either Section 1.2 or Section 1.3 shall be exercised only upon and subject to the terms of this Agreement and the following terms and conditions:

- (a) The Owner constructing, installing and/or enlarging the Works (the "Benefited Party") shall give to the Owner whose lands are to be burdened thereby (the "Burdened Party") not less than ten (10) days prior Notice of the intention and reasons of the Benefited Party to construct or install the Works and shall consult with the Burdened Party as to the manner of such construction, installation and/or enlargement.
- (b) Any maintenance, inspection, alteration, repair, removal, replacement or reconstruction of the Works shall be done on reasonable Notice to the Burdened Party.
- (c) Any maintenance, inspection, alteration, repair, removal, replacement, reconstruction, construction, installation and/or enlargement shall be done with reasonable speed, due diligence, in a good and workmanlike manner and in such a manner as to minimize, to the extent reasonably possible, disruption with business activities on the Burdened Party's lands. Following completion the lands will be reinstated to the state which existed prior to the construction.
- (d) Except in the case of emergencies or causes beyond the control of the Benefited Party or except with the written consent of the Burdened Party, no construction, installation and/or enlargement will be carried out by or on behalf of the Benefited Party during the months of November and December.

1.7 **Enforcement by Wal-Mart**

- (a) With respect to all provisions of this Agreement, if in Wal-Mart's opinion, acting reasonably, (i) 1318840 is in default of any of its obligations under this Agreement or (ii) 1318840 has not sufficiently enforced compliance by the Town with its obligations under this Agreement, Wal-Mart may deliver to 1318840 written notice (the "**Wal-Mart Compliance Notice**") containing sufficient particulars of the obligations to be enforced so as to provide 1318840 with the information necessary to take such steps as are required to rectify its default or to have the Town comply with its obligations. Upon receipt of a Wal-Mart Compliance Notice, 1318840 shall rectify its default or enforce compliance by the Town with its obligations under this Agreement, within thirty (30) days (the "**Compliance Period**") of receipt of the Wal-Mart Compliance Notice, or, if such default or non-compliance is not capable of being cured within the Compliance Period, then 1318840 shall commence such cure within the Compliance Period and shall diligently pursue it thereafter to its completion. If 1318840 does not rectify its default or enforce compliance by the Town with its obligations hereunder within the Compliance Period (or within such extended period, if

6
applicable), Wal-Mart may rectify 1318840's default or enforce compliance by the Town with its obligations hereunder and shall be entitled to claim reimbursement from 1318840.

- (b) 1318840 and the Town may not amend this Agreement and/or release any rights or obligations under this Agreement without the express written consent of Wal-Mart.

DATED AT Windsor, Ontario, this 24th day of August, 2006.

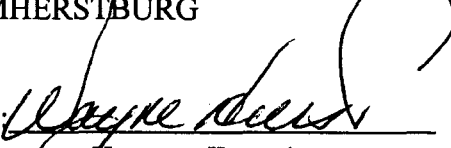
1318840 ONTARIO LIMITED

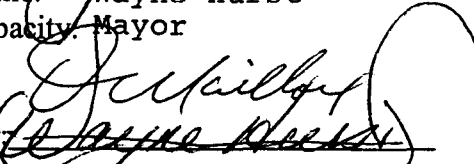
Per: 
Name: Lou Mikhail
Capacity: Authorized Officer

I have authority to bind the Corporation

DATED AT Amherstburg, Ontario, this 24th day of August, 2006.

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

Per: 
Name: Wayne Hurst
Capacity: Mayor

Per: 
Name: David Mailloux
Capacity: Clerk

We have authority to bind the Corporation.

IN THE MATTER OF title to:
Part Lot 3, Concession 1, being Parts 1 and 4 on Plan
12R-22700, Town of Amherstburg, County of Essex

AND IN THE MATTER OF the sale thereof from The
Corporation of the Town of Amherstburg to 1318840
Ontario Limited

I, WAYNE HURST, of the Town of Amherstburg, County of Essex and Province of Ontario;

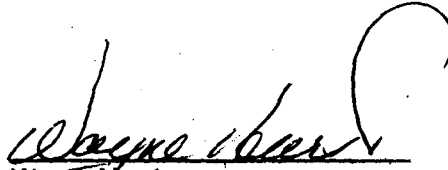
DO SOLEMNLY DECLARE AS FOLLOWS

1. I am the Mayor of The Corporation of the Town of Amherstburg, the registered owner of the above captioned lands and as such, I have personal knowledge of the facts hereinafter declared to. That the vendor corporation is the absolute owner of the above mentioned lands and either personally or by its tenants, and it has been in actual, peaceable, continuous, exclusive, open undisturbed and undisputed possession and occupation thereof, and of the buildings used in connection therewith, if any.
2. That save and except any taxes and local improvements rates charged thereon there are no unregistered encumbrances or easements whatsoever affecting the said lands.
3. That I am 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 its title and I am positive that none such exists.
4. That its possession and occupation of the above mentioned lands have 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 me, or so far as I know, by anyone else on behalf of the vendor corporation, 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 me are all the title deeds, evidences of title and other papers relating to the title to the said lands that are in my possession or power and that to the best of my 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 the vendor corporation and all contracts and dealings which affect the same or any part thereof so far as I have any knowledge thereof.
6. To the best of my knowledge and belief there are no construction liens registered against the said lands nor any claims for which such liens could be registered as all such have been paid in full, as to improvements commissioned by the vendor corporation. I have not received any notification respecting lien claims for work done by tenants.
7. That there are no executions in the Sheriff's hands affecting the said lands to the best of my knowledge.
8. All taxes on the said lands have been paid in accordance with the statement of adjustments.

9. That to the best of my knowledge and belief the transfer of the land and premises does not contravene section 50 of the Planning Act, 1990, and amendments thereto.
10. The vendor corporation is not a non-resident of Canada as defined by the laws of the Income Tax Act, Canada.
11. The said lands have never been occupied by any officer, director, shareholder, employee, trustee, or agent of the vendor corporation as their matrimonial home pursuant to The Family Law Act, 1990.

AND I 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.

DECLARED before me
at the ~~City of Windsor~~ Town of Amherstburg
in the County
of Essex
this 24th day of August
2006.


Wayne Hurst



A COMMISSIONER, ETC.

DAVID MAILLOVI

STATEMENT OF ADJUSTMENTS

Vendor: **THE CORPORATION OF THE TOWN OF AMHERSTBURG**
Purchaser: **1318840 ONTARO LIMITED**
Property: **PART LOT 3, CONCESSION 1, BEING PARTS 1 AND 4,
REFERENCE PLAN 12R-22700, TOWN OF AMHERSTBURG**
Adjusted: As of

SALE PRICE		\$85,300.00
Part 1	\$21,300.00	
Part 4	<u>\$64,000.00</u>	
 DEPOSIT	 \$ NIL	
 BALANCE DUE ON CLOSING	 \$85,300.00	
	<hr/>	
	<u>\$85,300.00</u>	<u>\$85,300.00</u>

ARMANDO F. DeLUCA, Q.C.
MOUSSEAU DeLUCA McPHERSON PRINCE LLP
E. & O. E.

MOUSSEAU DELUCA
McPHERSON PRINCE LLP
BARRISTERS & SOLICITORS

LEON Z. MCPHERSON, Q.C. (1934-1989) MAX N. MOUSSEAU, Q.C. (1949-1988)
WALTER H. PRINCE, Q.C., LL.D. (1955-2005) 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., LL.M.* RICHARD LEE POLLOCK, B.P.A., LL.B.
ILIAS KIRITSIS, LL.B., J.D. CHRISTINE JAHNS MALOTT, B.A.(HON.), LL.B.
NICOLE M. LAMPHIER, B.A.(HON.), LL.B. ROBERT AUGER, B.A., B.COMM., LL.B.
RUTH P. ORTON-PERT, LL.B. ERIKA VALVASORI, B.Sc.(HON.), B.Ed., LL.B.
JENNIFER SIMPSON ROOKE, B.A.(HON.), LL.B. *CERTIFIED SPECIALIST (CIVIL LITIGATION)

November 23, 2006

RECEIVED
NOV 24 2006

Corporation of the Town of Amherstburg
271 Sandwich Street South
Amherstburg, Ontario, N9V 2A5

Attention: Mr. David Mailloux, AMCT, B. Comm., Clerk

Dear David:

re: **AMHERSTBURG SALE TO 1069870 ONTARIO LIMITED (CLARKE
PONTIAC BUICK) - PART 3, REFERENCE PLAN 12R-22700,
TOWN OF AMHERSTBURG and RIGHT-OF-WAY AGREEMENT
- PARTS 2 AND 6, PLAN 12R-22700 AND PART 4, PLAN 12R-22777**

As advised, this transaction closed yesterday afternoon.

We enclose certified cheque in the amount of \$21,300.00 payable to the Town, representing the balance due on closing.

We also enclose the following:

1. Copy of Transfer as registered;
2. Copy of Right-of-Way Agreement as registered;
3. Signed copy of Right-of-Way Agreement for the Town's file.

Our account will follow in the usual manner.

Yours truly

MOUSSEAU DeLUCA McPHERSON PRINCE LLP

Per: W. L. MacKenzie
FOR ARMANDO F. DeLUCA, Q.C.

AFD*wlm
encl.

FOR OFFICE USE ONLY

R 1546067

CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT
ESSEX (12) WINDSOR

2006 NOV 22 PM 3 12

LAND REGISTRAR/REGISTRATEUR

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

(3) Property Identifier(s) Block 70566 - Property 0023 (R) Additional: See Schedule

(4) Consideration
TWENTY ONE THOUSAND THREE HUNDRED
Dollars \$ 21,300.00

(5) Description This is a: Property Division Property Consolidation
Part Lot 3, Concession 1
being Part 3, Reference Plan 12R-22700
Town of Amherstburg (formerly Geographic Township of Malden)
County of Essex
being part of the P.I.N.
TOGETHER with a right-of-way for access, egress and servoces over
Parts 2 and 6, Reference Plan 12R-22700 and Part 4, Reference Plan
12R-22777, Town of Amherstburg, County of Essex

Executions Additional: See Schedule

(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 certifies that the transferor is at least eighteen years old and that

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

TOWN CORPORATION OF THE TOWN OF AMHERSTBURG Wayne Hurst, Mayor 2006 10 26
I have authority to bind the Corporation

David Mailloux, Clerk 2006 10 26
I 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 271 Sandwich Street South, Amherstburg, Ontario, N9V2A5

(11) Transferee(s) Date of Birth Y M D
1069870 ONTARIO LIMITED

(12) Transferee(s) Address for Service 181 Clubview Drive, Amherstburg, Ontario, N9V 2A5

(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 Y M D

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.

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 Mun. Map Sub. Par. not assigned

(16) Municipal Address of Property not assigned

(17) Document Prepared by:
ARMANDO F. DeLUCA, Q.C.
Mousseau DeLuca McPherson Prince LLP
500 - 251 Goyeau Street
Windsor, Ontario, N9A 6V2
File #23100

FOR OFFICE USE ONLY

Fees and Tax	
Registration Fee	60.00
Land Transfer Tax	106.50
Total	166.50

Affidavit of Residence and of Value of the Consideration

Form 1 — Land Transfer Tax Act

Page _____ of _____ pages

Instructions on reverse side.

THE MATTER OF THE CONVEYANCE OF (insert brief description of land)

Part Lot 3, Concession 1 being Part 3, Plan 12R-22700, Town of Amherstburg

BY (print names of all transferors in full) The Corporation of the Town of Amherstburg

TO (see Instruction 1 and print names of all transferees in full) 1069870 Ontario Limited

I, (see Instruction 2 and print name(s) in full) Bonnie Patrick

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 principals) 1069870 Ontario Limited
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____
described in paragraph(s) (a), (b), (c) above; (strike out references to inapplicable paragraphs)
- (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.
 - 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

a. 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:

(a) Monies paid or to be paid in cash	\$	21300.00		
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$	nil	All Blanks Must Be Filled In. Insert "Nil" Where Applicable	
(ii) Given back to vendor	\$	nil		
(c) Property transferred in exchange (detail below)	\$	nil		
(d) Securities transferred to the value of (detail below)	\$	nil		
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$	nil		
(f) Other valuable consideration subject to land transfer tax (detail below)	\$	nil		
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$	21,300.00		\$ 21,300.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$	nil		
(i) Other consideration for transaction not included in (g) or (h) above	\$	nil		
(j) TOTAL CONSIDERATION	\$	21,300.00		\$ 21,300.00

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

n/a

6. If the consideration is nominal, is the land subject to any encumbrance? none

7. Other remarks and explanations, if necessary.

ne

Sworn before me at the City of Windsor
in the County of Essex

this 22nd day of November, 2006

Jennifer Faith Taylor
A Commissioner for taking Affidavits, etc.

Jennifer Faith Taylor, a Commissioner, etc.
County of Essex for Goulin & Patrick,
Barristers & Solicitors, Exp. May 27 2009

Bonnie Patrick

signature(s)
Bonnie Patrick

Property Information Record

- A. Describe nature of instrument: Deed
- B. (i) Address of property being conveyed (if available) vacant land
- (ii) Assessment Roll No. (if available) not assigned
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see Instruction 7) 181 Clubview Drive, Amherstburg, Ontario N9V 2A5
- 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 Bonnie Patrick, 500 Windsor Avenue, Windsor, Ontario N9A 6Y5

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).

FOR OFFICE USE ONLY

	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 2 pages
	(3) Property Identifier(s) Block 7056 Property 0023(R)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document RIGHT-OF-WAY AGREEMENT	
	(5) Consideration Dollars \$	
	(6) Description Part Lot 3, Concession 1, being Parts and 6, Reference Plan 12R-22700 and Part Lot 3, Concession 1, being Part 4, Reference Plan 12R-22777, Town of Amherstburg County of Essex being part of the P.I.N.	
New Property Identifiers	Additional: See Schedule <input type="checkbox"/>	
Executions	Additional: See Schedule <input type="checkbox"/>	
	(7) This Document Contains:	(b) Schedule for:
	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
SEE ATTACHED SCHEDULE

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF AMHERSTBURG	 Wayne Hurst, Mayor I have authority to bind the Corporation	2006 09 26 <i>uett</i>
	 David Mailloux, Clerk I have authority to bind the Corporation	2006 09 26 <i>uett</i>

(11) Address for Service: **271 Sandwich Street South, Amherstburg, Ontario, N9V 2A5**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
1069870 ONTARIO LIMITED	 I have authority to bind the Corporation	2006 09 21

(13) Address for Service: **181 Clubview Drive, Amherstburg, Ontario, N9V 3Z1**

(14) Municipal Address of Property not assigned	(15) Document Prepared by: ARMANDO F. DeLUCA, Q.C. Mousseau DeLuca McPherson Prince LLP 500 - 251 Goyeau Street Windsor, Ontario, N9A 6V2 File #23100	FOR OFFICE USE ONLY Fees and Tax Registration Fee Total
--	---	--

RIGHT-OF-WAY AGREEMENT

THIS AGREEMENT made as of the 15th day of September, 2006,
between:

THE CORPORATION OF THE TOWN OF AMHERSTBURG,

hereinafter called "TOWN"

OF THE FIRST PART

- and -

1069870 ONTARIO LIMITED

hereinafter called "1069870"

OF THE SECOND PART

WHEREAS the Town is the owner of certain lands and premises described as Part Lot 3, Concession 1 being Parts 2, Parts 6 and 7, inclusive, on Reference Plan 12R-22700 and Part 4 on Reference Plan 12R-22777;

AND WHEREAS 1069870 is the owner of certain lands and premises described as Part Lot 3, Concession 1, being Part 3 on Reference Plan 12R-22700;

AND WHEREAS the Town and 1069870 have agreed to create a right-of-way over Parts 2 and 6, Reference Plan 12R-22700 and Part 4, Reference Plan 12R-22777 of the property owned by the Town;

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) now paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Town hereby grants to 1069870 a non-exclusive right-of-way for use by vehicles of the owners and occupants of the 1069870 lands and premises, as described above, over that portion of the property being more particularly described as Parts 2 and 6 on Reference Plan 12R-22700 and Part 4 on Reference Plan 12R-22777.

This right-of-way and the privileges herein granted shall be used for the purpose of providing vehicular ingress and egress, but shall not include the right to park, or temporarily store vehicles or to otherwise occupy as it is intended that there be a free flow of traffic over such property.

2. This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. This Agreement however shall terminate if the right-of-way granted herein is used otherwise than for its present contemplated use as set out herein.

3. The parties hereto undertake to sign and complete all such deeds, documents, resolutions, minutes and other instruments, and to do all such acts or things as are necessary to give full force and effect to the terms, conditions and restrictions contemplated by this Agreement.

4. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have hereunto set their corporate seals by the hands of their proper signing officers, as of the day and year first above written.

SIGNED, SEALED & DELIVERED

)
)
) **THE CORPORATION OF THE TOWN**
) **OF AMHERSTBURG**
) By: Wayne Hurst
) Name: Wayne Hurst
) Title: Mayor
) I have authority to bind the Corporation.
)
) By: David Mailloux
) Name: David Mailloux
) Title: Clerk
) I have authority to bind the Corporation.
)
) **1069870 ONTARIO LIMITED**
) By: Andrew Clarke
) Name: Andrew Clarke
) Title: President
) I have authority to bind the corporation