

**The Municipal Corporation of the
Town of Fort Erie**

BY-LAW NO. 236-04



**BEING A BY-LAW TO AUTHORIZE THE SALE OF UNDERSIZED
TOWN-OWNED LANDS ON THE WEST SIDE OF BIDWELL
PARKWAY, NORTH OF DOMINION ROAD
(ROBERT SAXTON AND JEANETTE SAXTON)**

WHEREAS Section 268 of the *Municipal Act, 2001*, as amended provides for the procedures of the sale of land, including the giving of notice to the public, and

WHEREAS By-law No. 44-95, as amended, establishes a policy for the disposition of real property owned by The Corporation of the Town of Fort Erie, and

WHEREAS at the Council-in-Committee Meeting of September 20, 2004 Report No. PCS-107-2004/LC-02-2004 was approved declaring the lands described as Lot 524, Plan 140, NP 480 on the north side of Dominion Road (hereinafter referred to as "the lands") surplus and directing the lands to be offered as a non-buildable lot to the abutting property owners subject to the lands merging in title with the abutting property, and

WHEREAS Robert Saxton and Jeanette Saxton were the sole abutting property owners to express an interest in purchasing the subject lands, and

WHEREAS an opinion of value was received establishing a value of \$1,250 for the lands, and

WHEREAS it is deemed desirable to accept the Agreement of Purchase and Sale annexed hereto and forming part of this by-law;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the acceptance of the Agreement of Purchase and Sale from Robert Saxton and Jeanette Saxton for the lands on the west side of Bidwell Parkway, north of Dominion Road described as Lot 524, Plan 140, NP 480 in the Town of Fort Erie, in the Regional Municipality of Niagara, in the amount of \$1,250, plus g.s.t. in the form of Schedule "A" annexed hereto to this by-law, be and it is hereby approved and authorized.
2. **THAT** the sale of the lands shall be conditional upon the subject lands merging in title with the purchaser's abutting property.
3. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute any documentation necessary to complete this transaction and to affix the corporate seal thereto.
4. **THAT** the proceeds from the sale shall be credited to the General Revenues of the Corporation of the Town of Fort Erie.

5. **THAT** the certificate as required under Subsection 268 (6) of the *Municipal Act, 2001*, as amended, and Section 6.3 of By-law No. 44-95 in the form as Schedule "B" annexed hereto shall be included in the Transfer/Deed of Land which shall be deemed to be sufficient proof that this section has been complied with.
6. **THAT** pursuant to the provisions of Section 227 of the *Municipal Act, 2001*, as amended, the Clerk of the Town of Fort Erie is hereby authorized to effect any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule(s) as may be deemed necessary after the passage of this by-law.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 13th DAY OF DECEMBER, 2004.


MAYOR


CLERK

I, Carolyn J. Kett, the Clerk, of The Corporation of the Town of Fort Erie hereby certifies the foregoing to be a true certified copy of By-law No. 236-04 of the said Town. Given under my hand and the seal of the said Corporation this day of _____, 200 .

AGREEMENT OF PURCHASE AND SALE

For use in the Province of Ontario

PURCHASERS: Robert Saxton and Jeanette Saxton

VENDORS: The Corporation of the Town of Fort Erie

PROPERTY fronting on the west side of Bidwell Parkway known municipally as vacant land on west side of Bidwell Pkwy, north of Dominion Street in the Town of Fort Erie, Regional Municipality of Niagara and having a frontage of 45' more or less by a depth of 105' more or less and being described as Lot 524, Plan 480.

at the purchase price of **ONE THOUSAND, TWO HUNDRED FIFTY** Canadian Dollars plus GST (\$ 1,250.00 PLUS GST) on the following terms:

1. Purchaser submits with this offer - nil cash/cheque payable to the vendors as the full purchase price including GST to be held by them in trust pending completion or other termination of this Agreement and to be credited towards the purchase price on completion.
2. Purchaser agrees to pay the balance of the purchase price in bank draft or certified cheque on closing subject to closing adjustments

This Offer is conditional upon the lands which are the subject of this transaction merging with the existing holdings of the purchasers.

The Purchasers acknowledge that the Corporation of the Town of Fort Erie makes no warranties or representations of any nature or kind that the property is free of environmental risks and/or hazards.

The Purchasers are advised to seek the advice of their own solicitor with respect to conducting searches of Governmental records or obtaining an environmental audit of the subject lands prior to the closing date of the transaction. The Purchasers are required to remit their objections concerning the environmental condition of the property, as a result of search of Governmental records or an environmental audit to the Corporation of the Town of Fort Erie by the date for submitting requisitions set out herein, failing which, the purchasers are required to complete the transaction as herein contemplated.

If, as a result of any search of Governmental records or the result of an environmental audit, the Purchasers' future intended use of the property will not be allowed, the Purchasers at their option, may terminate the Agreement of Purchase and Sale and the Purchasers' deposit shall be returned in full without interest or deduction. In that event, the Purchasers acknowledge and agree to provide the Corporation of the Town of Fort Erie with copies of any and all environmental audit reports and/or governmental responses.

3. **Chattels included:**none

4. **Fixtures excluded:** n/a.

5. **Rental Items:** The following equipment is rented and **not** included in the purchase price. The purchaser agrees to assume the rental contract(s) if assumable.....n/a.....

6. **Irrevocability:** This offer shall be irrevocable by purchaser until the **14th day of December, 2004.** after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the purchaser without interest or deduction.

7. **Completion date:** This Agreement shall be completed as soon as possible after the by-law authorizing the sale has been accepted. Upon completion, vacant possession of the property shall be given to the purchaser unless otherwise provided as follows:

8. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be.. **in addition** to the purchase price. If this transaction is not subject to GST, vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.

9. **Title Search:** Purchaser shall be allowed until 11:59 p.m.....2.....days before closing to examine the title to the property, at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, that its present use...vacant land in a single family residential area.....may be lawfully continued and that the principal building may be insured against risk of fire.

10. **Title:** Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact the said present use may not be lawfully continued, or that the principal building may not be insured against risk of fire is made in writing to the vendor and which the vendor is unable or unwilling to remove, remedy or satisfy and which the purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and the vendor and vendor's agent 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, purchaser shall be conclusively deemed to have accepted the vendor's title to the property.

11. **Inspection:** Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon the vendor accepting this offer, there shall be a binding agreement of purchase and sale between the purchaser and vendor.

12. **Future Use:** Vendor and purchaser agree that there is no condition, express, or implied, representation or warranty of any kind that the future intended use of the property be the purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

13. **Documents and Discharge:** Purchaser 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 the vendor. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the purchaser on completion, is not available in registrable form on completion, the purchaser agrees to accept the vendor's solicitor's personal undertaking to obtain,, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion provided that on or before completion, the vendor shall provide to the purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge together with a direction executed by the vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

14. **Insurance:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor.

Pending completion, vendor 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, purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.

15. **Planning Act:** Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with by vendor on or before completion and vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.

16. **Residency:** Purchaser shall be credited towards the purchase price with the amount, if any, which it shall be necessary for purchaser to pay the Minister of National Revenue in order to satisfy purchaser's liability in respect of tax payable by vendor under the non residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if the vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.

17. **Adjustments:** Any Rents, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to purchaser).

18. **Document Preparation:** The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of the purchasers. If requested by the purchaser's solicitor, the vendor covenants that the Transfer/Deed to be delivered shall on completion contain the statements contemplated by Section 50(22) of the Planning Act RSO 1990.

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 vendor and purchaser or by their respective solicitors who may be specifically authorized in that regard.

20. **Tender:** Any tender of documents or money hereunder may be made upon the vendor or purchaser or their respective solicitors on the day set for completion of the Agreement. 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:** THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1986, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.

22. **CONSUMER REPORTS:** THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.

23. **Agreement in Writing:** Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire agreement between purchaser and vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

24. **Successors and Assigns:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at ..Fort Erie, Ontario.....this..2.....day of.., December,....2004 .

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

Seal:

(Witness)

(Witness)

(Purchaser) Robert Saxton

(Purchaser) Jeanette Saxton

I, the undersigned vendor, agree to the above Offer.

DATED at ..Fort Erie, Ontario.....this.....day of December....2004 .

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

Seal:

(Witness)

(Witness)

SPOUSAL CONSENT: The undersigned spouse of the vendor hereby agrees to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990 and hereby agrees with the purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale.

.....date:.....

(Vendor)

.....date:.....

(Vendor)

Address for service:.....

Vendor's Lawyer:.....

Address:.....

Telephone No:.....Fax No:.....

(Vendor) The Corporation of the Town of Fort Erie

(Vendor)

(Spouse)

I acknowledge receipt of my signed copy of this Agreement of Purchase and Sale.

.....date:.....

(Purchaser)

.....date:.....

(Purchaser)

Address for service:.....

Purchaser's lawyer: Kenneth Hagan.....

Address:.....

Telephone No. 905-871-4440.....Fax No: 905-871-9266.....

SCHEDULE "B"
TO
BY-LAW NO. 236-04

IN THE MATTER OF the sale of Town-owned lands described as lands on the west side of Bidwell Parkway, north of Dominion Road known as Lot 524, Plan 140, NP 480 in the Town of Fort Erie, in the Regional Municipality of Niagara (hereinafter called "the lands").

CERTIFICATE

I, Carolyn J. Kett, Clerk of the Town of Fort Erie, in the Regional Municipality of Niagara, in the Province of Ontario, hereby verify that to the best of my knowledge and belief:

1. By-law No. 44-95, as amended which provides for the disposition of certain surplus lands owned by the Corporation of the Town of Fort Erie was in force at the time the lands were declared surplus.
2. That notice of the sale of the surplus lands was published in the local paper, being The Times on October 16 and October 23, 2004.
3. An appraisal was obtained for the lands on July 29, 2004.

DATED at Fort Erie, Ontario this 16 day of December, 2004.



Carolyn J. Kett,
Town Clerk

Hagan & McDowell
Barristers, Solicitors & Notaries

Kenneth N. Hagan, LL.B.
Roderick H. McDowell, B.A., LL.B.

RECEIVED
DEC 6 2004
CLERK'S OFFICE
TOWN OF FORT ERIE

29 Jarvis Street
P. O. Box 68
Fort Erie, Ontario L2A 5M6

Telephone: (905)871-4440
Fax: (905)871-9266

December 6, 2004

Town of Fort Erie
Hand Delivered to Sally Saunders-Deputy Clerk
1 Municipal Drive
Fort Erie, Ontario
L2A 2S3

Dear Ms Saunders:

RE: LOT 524 PLAN 145-WEST SIDE OF BIDWELL PARKWAY
OUR FILE 04-2443

I am the solicitor for Robert and Jeanette Saxton in their proposed purchase of the above property.

Please find enclosed signed offer in triplicate for your Council meeting to be held on December 13, 2004.

Please provide a copy of the by-law in due course.

Yours truly,



KENNETH HAGAN

KH:kh
encl

AGREEMENT OF PURCHASE AND SALE

For use in the Province of Ontario

PURCHASERS: Robert Saxton and Jeanette Saxton

VENDORS: The Corporation of the Town of Fort Erie

PROPERTY fronting on the west side of Bidwell Parkway known municipally as vacant land on west side of Bidwell Pkwy, north of Dominion Street in the Town of Fort Erie, Regional Municipality of Niagara and having a frontage of 45' more or less by a depth of 165' more or less and being described as Lot 524, Plan 480.

at the purchase price of **ONE THOUSAND, TWO HUNDRED FIFTY** Canadian Dollars plus GST (\$ 1,250.00 PLUS GST) on the following terms:

1. Purchaser submits with this offer - nil cash/cheque payable to the vendors as the full purchase price including GST to be held by them in trust pending completion or other termination of this Agreement and to be credited towards the purchase price on completion.

2. Purchaser agrees to pay the balance of the purchase price in bank draft or certified cheque on closing subject to closing adjustments

This Offer is conditional upon the lands which are the subject of this transaction merging with the existing holdings of the purchasers.

The Purchasers acknowledge that the Corporation of the Town of Fort Erie makes no warranties or representations of any nature or kind that the property is free of environmental risks and/or hazards.

The Purchasers are advised to seek the advice of their own solicitor with respect to conducting searches of Governmental records or obtaining an environmental audit of the subject lands prior to the closing date of the transaction. The Purchasers are required to remit their objections concerning the environmental condition of the property, as a result of search of Governmental records or an environmental audit to the Corporation of the Town of Fort Erie by the date for submitting requisitions set out herein, failing which, the purchasers are required to complete the transaction as herein contemplated.

If, as a result of any search of Governmental records or the result of an environmental audit, the Purchasers' future intended use of the property will not be allowed, the Purchasers at their option, may terminate the Agreement of Purchase and Sale and the Purchasers' deposit shall be returned in full without interest or deduction. In that event, the Purchasers acknowledge and agree to provide the Corporation of the Town of Fort Erie with copies of any and all environmental audit reports and/or governmental responses.

3. **Chattels included:**none

4. **Fixtures excluded:** n/a..

5. **Rental Items:** The following equipment is rented and **not** included in the purchase price. The purchaser agrees to assume the rental contract(s) if assumable.....n/a.....

6. **Irrevocability:** This offer shall be irrevocable by purchaser until the **14th day of December, 2004**, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the purchaser without interest or deduction.

7. **Completion date:** This Agreement shall be completed **as soon as possible after the by-law authorizing the sale has been accepted**. Upon completion, vacant possession of the property shall be given to the purchaser unless otherwise provided as follows:

8. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be.. **in addition** to the purchase price. If this transaction is not subject to GST, vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T.

9. **Title Search:** Purchaser shall be allowed until 11:59 p.m.....**2.....days** before closing to examine the title to the property, at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, that its present use...**vacant land in a single family residential area**.....may be lawfully continued and that the principal building may be insured against risk of fire.

10. **Title:** Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact the said present use may not be lawfully continued, or that the principal building may not be insured against risk of fire is made in writing to the vendor and which the vendor is unable or unwilling to remove, remedy or satisfy and which the purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and the vendor and vendor's agent 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, purchaser shall be conclusively deemed to have accepted the vendor's title to the property.

11. **Inspection:** Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon the vendor accepting this offer, there shall be a binding agreement of purchase and sale between the purchaser and vendor.

12. **Future Use:** Vendor and purchaser agree that there is no condition, express, or implied, representation or warranty of any kind that the future intended use of the property by the purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

13. **Documents and Discharge:** Purchaser 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 the vendor. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the purchaser on completion, is not available in registrable form on completion, the purchaser agrees to accept the vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion provided that on or before completion, the vendor shall provide to the purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge together with a direction executed by the vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

14. **Insurance:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor.

Pending completion, vendor 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, purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.

15. **Planning Act:** Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of the Planning Act are complied with by vendor on or before completion and vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.

16. **Residency:** Purchaser shall be credited towards the purchase price with the amount, if any, which it shall be necessary for purchaser to pay the Minister of National Revenue in order to satisfy purchaser's liability in respect of tax payable by vendor under the non residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if the vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.

17. **Adjustments:** Any Rents, mortgage interest, taxes, local improvements, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to purchaser).

18. **Document Preparation:** The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of the purchasers. If requested by the purchaser's solicitor, the vendor covenants that the Transfer/Deed to be delivered shall on completion contain the statements contemplated by Section 50(22) of the Planning Act RSO 1990.

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 vendor and purchaser or by their respective solicitors who may be specifically authorized in that regard.

20. **Tender:** Any tender of documents or money hereunder may be made upon the vendor or purchaser or their respective solicitors on the day set for completion of the Agreement. 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:** THE VENDOR WARRANTS THAT SPOUSAL CONSENT IS NOT NECESSARY TO THIS TRANSACTION UNDER THE PROVISIONS OF THE FAMILY LAW ACT, 1986, UNLESS THE VENDOR'S SPOUSE HAS EXECUTED THE CONSENT HEREINAFTER PROVIDED.

22. **CONSUMER REPORTS:** THE PURCHASER IS HEREBY NOTIFIED THAT A CONSUMER REPORT CONTAINING CREDIT AND/OR PERSONAL INFORMATION MAY BE REFERRED TO IN CONNECTION WITH THIS TRANSACTION.

23. **Agreement in Writing:** Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire agreement between purchaser and vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

24. **Successors and Assigns:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at ..Fort Erie, Ontario.....this..2....day of.., .December,....2004 .

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

Seal:
.....
(Witness)

.....
(Witness)

.....
(Purchaser) Robert Saxton

.....
(Purchaser) Jeanette Saxton

I, the undersigned vendor, agree to the above Offer.

DATED at ...Fort Erie, Ontario.....this..16th....day of December....2004 .

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

Seal:
.....
(Witness)

.....
(Witness)

.....
(Vendor) The Corporation of the Town of Fort Erie

.....
(Vendor)

SPOUSAL CONSENT: The undersigned spouse of the vendor 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 purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
(Witness)
I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale.
.....date:.....
(Vendor)

.....date:.....
(Vendor)
Address for service:.....
Vendor's Lawyer:.....
Address:.....
Telephone No:.....Fax No:.....

.....
(Spouse)
I acknowledge receipt of my signed copy of this Agreement of Purchase and Sale.
.....date:.....
(Purchaser)
.....date:.....
(Purchaser)
Address for service:.....
Purchaser's lawyer: Kenneth Hagan.....
Address:.....
Telephone No. 905-871-4440.....Fax No: 905-871-9266.....