



The Corporation of the Town of Fort Erie By-law 19-2026

Being a By-law to Authorize the Entry into Agreement of Purchase and Sale with Niagara South Standard Condominium Corporation No. 162 for the Purchase of Part 1 on 59R-18418 - Extension of Hagey Avenue

Whereas Report CAO-05/LC-03-2021 was approved at the Regular Council Meeting held on March 22, 2021, to authorize the acquisition of the lands for the extension of Hagey Avenue; and

Whereas at the Regular Council meeting held August 23, 2021, Council considered and approved Report IS-42-2021 including a recommended budget amendment to ensure that funding is available for the required land purchases necessary to proceed with the Hagey Avenue Road extension; and

Whereas it is deemed desirable to enter into an Agreement of Purchase and Sale with Niagara South Standard Condominium Corporation No. 162 for the acquisition of Part of the Common Elements being Part 1 on 59R-18418; Town of Fort Erie, in order to implement the acquisition of lands authorized by Council for the Hagey Avenue Road extension;

Now therefore the Municipal Council of The Corporation of the Town of Fort Erie enacts as follows:

- 1. That** the entry into an Agreement of Purchase and Sale with Niagara South Standard Condominium Corporation No. 162 for the lands identified as Part of the Common Elements legally described as Part 1 on 59R-18418; Town of Fort Erie in the form attached hereto as Schedule "A" and forming part of this by-law, is authorized and approved.
- 2. That** the Town Solicitor or his designate is authorized and directed to execute the Agreement of Purchase and Sale and all other documentation necessary to complete the transaction, and to affix the corporate seal thereto.
- 3. That** the Clerk of the Town is authorized to affect any minor modifications, corrections or omissions, solely of an administrative, numerical, grammatical, semantical or descriptive nature to this by-law or its schedules after the passage of this by-law.

Read a first, second and third time and finally passed this 23rd day of March 2026.

Mayor

Clerk

SCHEDULE "A" to By-law 19-2026

THIS AGREEMENT OF PURCHASE AND SALE dated

BETWEEN:

NIAGARA SOUTH STANDARD CONDOMINIUM CORPORATION 162
(the "Seller")

- and -

THE CORPORATION OF THE TOWN OF FORT ERIE
(the "Buyer")

WHEREAS the Seller is representative of all of the registered unit owners of certain lands in the Town of Fort Erie, being legally described as Units 1 -16 Level 1 Niagara South Standard Condominium Corporation 162 (NSSCC162) together with their proportionate undivided tenancy-in-common interest in the common elements appurtenant to the Units as described in the Declaration and Description including the exclusive right to use such other parts of the common elements appurtenant to the said Units.

WHEREAS the Seller as representative of the registered Unit Owners, agrees to the terms of a Letter of Offer dated May 8, 2025 , attached as Schedule A, and to sell to the Buyer that portion of the Common Elements legally described as Part 1 on 59R- 18418; Fort Erie (the "Property") for the extension of Hagey Road, free and clear of any mortgages, liens, encumbrances and easements.

AND WHEREAS the entering into this Agreement was authorized by Corporation of The Town of Fort Erie by By-law 19-2026.

NOW THEREFORE in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.

2. PAYMENT OF PURCHASE PRICE

2.1 The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller the Lands for the Purchase Price of EIGHTEEN THOUSAND (\$18,000.00) (the "Purchase Price") of lawful money in Canada and shall be made payable to Niagara South Standard Condominium Corporation No. 162.

(i) the sum of ONE THOUSAND EIGHT HUNDRED (\$1,800.00) (the "Deposit") by certified cheque or bank draft made payable to the Solicitor in trust for Niagara South Standard Condominium Corporation No. 162, as a deposit upon submission of the Agreement of Purchase and Sale document to be credited to the Purchase Price on the Date of Closing and

- (ii) any remaining balance of the Purchase Price, subject to the usual adjustments, by certified cheque or bank draft, on the Date of Closing.
- 2.2 The Purchase Price of the Lands does not include Harmonized Sales Tax (HST) payable by the Buyer in respect of the purchase of the Lands pursuant to the Excise Tax Act (Canada) (the "Act"). The Buyer shall, on the Date of Closing, as a condition of completion of this transaction of purchase and sale, remit to the Seller payable to the Minister of Finance, by certified cheque or bank draft, the Purchase Price of the Lands plus the applicable HST. However, if the Buyer provides to the Seller, prior to the Date of Closing, confirmation that the Buyer is a registrant under the Act, including the Buyer's registration number, together with an undertaking in a form reasonably acceptable to the Seller to the effect that the Buyer shall remit as required by the Act any HST payable in respect of the sale of the Lands to the Buyer and shall indemnify the Seller in respect of any HST so payable, then the Buyer shall not be required to remit to the Seller HST on the Date of Closing as aforesaid.

3. INSPECTION AND CONDITION

- 3.1. The Buyer agrees to purchase the Lands in their current condition on the Date of Closing on an "as-is, where is" basis subject however to the provisions of Sections 6 and 7 of this Agreement and further agrees that the Seller shall not be obligated to perform any work in respect of the Lands in order to bring the Lands, or any part of the Lands into compliance with any applicable standards of any relevant Authority. The Buyer also agrees not to make any claim against the Seller in respect of any such work that may be required in order to bring the Lands or any part thereof into compliance.
4. Upon the request of the Buyer, the Seller shall forthwith deliver letters addressed to such Authorities as may be requested by the Buyer or its solicitors authorizing each such Authority to release to the Buyer such information and material presently in their files with respect to the Lands. Provided any such authorizations shall not impose any additional monetary or other obligations upon the Seller, as owner of the Lands.
5. During the Inspection Period the Buyer shall be allowed to satisfy itself with respect to all matters respecting the condition of the Lands including geoenvironmental and geophysical conditions. The Seller hereby grants to the Buyer the right to enter upon the Lands and to conduct such inspections, investigations, surveys, and tests as the Buyer deems necessary provided that the Buyer takes all reasonable care in the conduct of such investigations, surveys and tests. The Seller assumes no responsibility for any claims, demands, costs, damages, expenses and liabilities (together the "Claims") whatsoever arising out of the Buyer's presence on the Lands or out of its activities on or in connection with the Lands. The Buyer covenants to indemnify and save harmless the Seller in respect of any Claims. The Buyer further covenants to make good any damage to the Lands caused by the Buyer or those for whom the Buyer is in law, responsible, caused during the conduct of such inspections, investigations, surveys and tests, which obligation shall survive the termination of this Agreement.

6. CONDITION

- 6.1 This Agreement is subject to the conditions set forth in this Section, which have been inserted for the sole benefit of the Buyer, and any one or more of such conditions may be waived by the Buyer in its sole and absolute discretion, or by its solicitors on its behalf. Each condition shall be waived or fulfilled within the time limits, if any, as set out herein.

If a condition is not fulfilled within the applicable time period and the Buyer fails to notify the Seller or the Seller's solicitors that such condition has been waived within the applicable time period allowed, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and, neither the Seller or the Buyer shall be liable to the other for any loss, costs or damages, and all Deposit monies paid by the Buyer shall be returned to the Buyer without deduction.

The condition set out in this Section is a condition of the obligation of the Buyer to complete this Agreement on the Date of Closing and is not a condition precedent to this Agreement.

The said condition (the "Buyer's Condition") are as follows:

- (a) upon the expiry of the Inspection Period, the Buyer being satisfied in its sole discretion with respect to the geoenvironmental and geophysical condition of the Lands.
7. The Seller covenants that the within agreement has been approved by the Board of Directors of the Seller and is conditional on the approval of the unit owners pursuant to Section 107 of the Condominium Act, 1998. This condition is inserted for the benefit of the Seller and may be waived by it at any time before the expiry date, failing which this agreement shall become null and void and any deposit returned forthwith.
8. The Buyer shall be responsible for and hereby indemnifies and saves harmless the Seller from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgements or awards, including awards of costs, that may arise as a result of the condition of the Lands in respect of its condition as of the Date of Closing. This covenant shall not merge but shall survive the Date of Closing.

9. VACANT POSSESSION

- 9.1 The Buyer shall have vacant possession of the Lands on the Date of Closing.

10. PLANNING ACT

- 10.1 This Agreement is subject to compliance with Section 50 of The Planning Act, R.S.O. 1990, as amended. The parties acknowledge that the registered owner is by virtue of clause 50(3) (c) of the Act, exempt from compliance with Section 50 and agree therefore that no consent will be obtained for the conveyance or transfer of the Lands.

11. INVESTIGATION OF TITLE

- 12.1 The Buyer shall have **thirty (30) days** from the Date of Acceptance of this Agreement to investigate title at the Buyer's expense and if within that time the Buyer furnishes the Seller in writing with any valid objection to title which the Seller is unwilling or unable to correct, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection and the Deposit monies shall be returned to the Buyer without interest and the Seller shall not be liable for any costs or damages.
- 12.2 The Buyer agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession or control of the Seller.

13. PREPARATION OF DOCUMENTS

- 13.1. The Transfers/Deed of Land will be prepared in registrable form by the Seller except the Affidavit of Residence and Value of the Consideration, and each party shall pay its own legal and registration costs.

14. GENERAL

- 14.1 The Buyer warrants that the Buyer is not a non-resident of Canada pursuant to the Land Transfer Tax Act (Ontario).
- 14.2 Time shall be of the essence.
- 14.3 Any covenants in this Agreement not completed on or before the Date of Closing shall survive the closing of this transaction.
- 14.4 Any tender of documents or money hereunder may be made upon the Seller or the Buyer or their respective solicitors on the Date of Closing.
- 14.5 Signature of this Agreement by the Buyer and submission thereof to the Seller constitutes an offer under seal which is irrevocable until midnight on **TBD, 2026**. This Agreement, when accepted, constitutes a binding contract of Purchase and Sale. If this offer is not accepted by the Seller, the Deposit monies will be returned to the Buyer without interest or deduction.
- 14.6 This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement, or condition affecting this Agreement or the Lands other than expressed herein.
- 14.7 Whenever the singular is used in this Agreement it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.

15. SELLER AND BUYER MUTUALLY AGREE

- 15.1 The Deposit will be held by the Seller's Lawyer in trust without interest. If the Buyer fails to pay the balance of the Purchase Price within the time limit under this

Agreement, the Seller may elect to terminate this Agreement. Thereupon the Deposit will be forfeited to the Seller. The Seller may then sell, lease, or otherwise dispose of or deal with the Lands free of any claim of the Buyer.

16. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

17. NOTICE

- 17.1 Any notice under this Agreement is sufficiently given if delivered personally or if sent by registered prepaid mail or prepaid courier or electronic mail address **to the Buyer at:**

The Corporation of the Town of Fort Erie
1 Municipal Centre Drive
Fort Erie, ON., L2A 2S6

Attention: Mitchell Sawatsky, Project Manager
Telephone: (905)-871-1600 ext. 2413
Email: msawatsky@forterie.ca

and to the Seller at:

Niagara South Standard Condominium Corporation No. 162
c/o Maria Durdan
Managing Partner
SimpsonWigle Law LLP
Email: DurdanM@simpsonwigle.com

Or at such other addresses as the Seller and the Buyer may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

This Agreement shall enure to the benefit of and shall be binding on the parties and their respective heirs, legal representatives, successors and permitted assigns.

[Remainder of page intentionally left blank]

IN WITNESS whereof the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Niagara South Standard Condominium Corporation No. 162

Name:
Title:

Name:
Title:

We have authority to bind the Corporation

The Corporation of the Town of Fort Erie

Philip Riley, Town Solicitor

I have authority to bind the Corporation

PLAN OF SURVEY OF
**PART OF THE COMMON ELEMENTS
 OF NIAGARA SOUTH STANDARD
 CONDOMINIUM PLAN No. 162**
TOWN OF FORT ERIE
 REGIONAL MUNICIPALITY OF NIAGARA

SCALE 1:200
 THE INTENDED PLOT SIZE OF THIS PLAN IS 430mm IN WIDTH BY
 560mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:200
 RASCH & HYDE LTD.
 ONTARIO LAND SURVEYORS

SCHEDULE			
PART	LOT/PLAN	PIN	AREA
1	PART OF THE COMMON ELEMENTS OF NIAGARA SOUTH STANDARD CONDOMINIUM PLAN No. 162	PART OF PIN 64962-0001 TO PIN 64962-0016 INCLUSIVE	51.8 s.m.

PART 1 IS SUBJECT TO EASEMENT AS IN SN627220

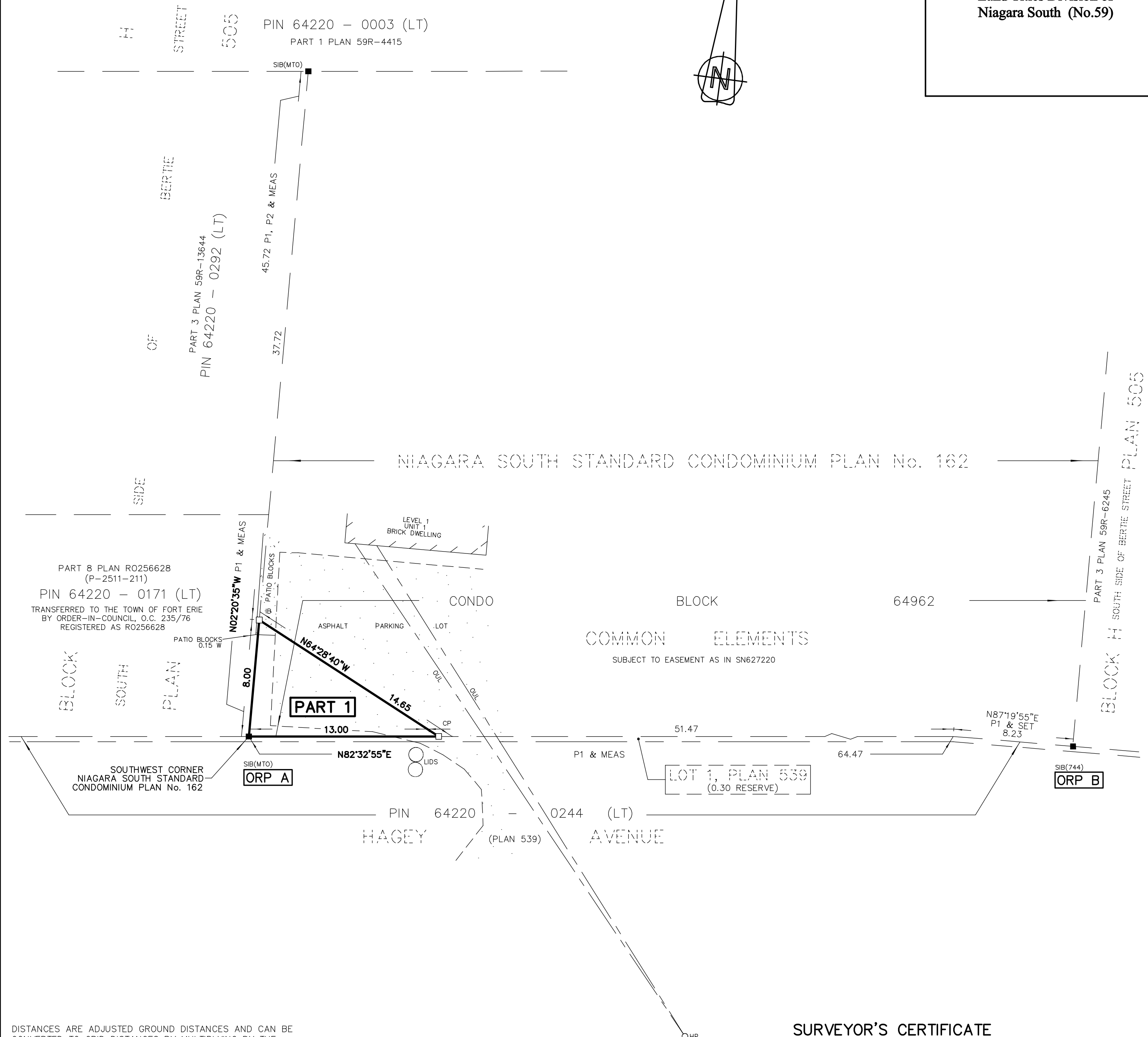
PLAN 59R-18418

Received and deposited

August 20th, 2025

Anita Clark

Representative for the
 Land Registrar for the
 Land Titles Division of
 Niagara South (No.59)



DISTANCES ARE ADJUSTED GROUND DISTANCES AND CAN BE
 CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE
 AVERAGE COMBINED SCALE FACTOR (CSF = 0.99993174)

BEARING NOTE

BEARINGS HEREON ARE GRID, UTM ZONE 17, (NAD 83-CSRS :
 CBNV6 (Epoch 2010.0)) DERIVED FROM OBSERVED REFERENCE POINTS
 (ORPs) USING THE CAN-NET VRS NETWORK AND ARE REFERRED TO
 THE CENTRAL MERIDIAN OF UTM ZONE 17 (81° WEST LONGITUDE)

INTEGRATION DATA

POINT ID	NORTHING	EASTING
ORP A SIB(MTO)	4753038.62	669186.78
ORP B SIB(744)	4753047.36	669258.94

ALL COORDINATES ARE IN METRES AND ARE UTM-ZONE 17, (NAD 83-
 CSRS: CBNV6 (Epoch 2010.0)) (CENTRAL MERIDIAN 81° WEST LONGITUDE).

COORDINATE VALUES ARE TO AN URBAN ACCURACY IN ACCORDANCE
 WITH SECTION 14 (2) OF O. REG 216/10.

CAUTION

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH
 CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

METRIC NOTE

DISTANCES and COORDINATES SHOWN ON THIS PLAN ARE IN
 METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

LEGEND

- DENOTES SURVEY MONUMENT PLANTED
- DENOTES SURVEY MONUMENT FOUND
- SIB DENOTES STANDARD IRON BAR (25mmX25mmX120cm)
- SSIB DENOTES SHORT STANDARD IRON BAR (25mmX25mmX60cm)
- IB DENOTES IRON BAR (15mmX15mmX60cm)
- IBØ DENOTES ROUND IRON BAR (20mm DIA X 60cm)
- CC DENOTES CUT CROSS
- CM DENOTES CONCRETE MONUMENT
- PB DENOTES PLASTIC BAR
- WIT DENOTES WITNESS
- OU DENOTES ORIGIN UNKNOWN
- PIN DENOTES PROPERTY IDENTIFIER NUMBER
- ORP DENOTES OBSERVED REFERENCE POINT
- (744) DENOTES MATTHEWS, CAMERON, HEYWOOD-KERRY T. HOWE SURVEYING LTD.
- (MTO) DENOTES MINISTRY OF TRANSPORTATION ONTARIO
- P1 DENOTES CONDOMINIUM PLAN 162
- P2 DENOTES PLAN 59R-13644
- N=NORTH, S=SOUTH, E=EAST, W=WEST

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
 THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT
 AND THE REGULATIONS MADE UNDER THEM.
- THIS SURVEY WAS COMPLETED ON THE 8th DAY OF JULY 2025.

JULY 24, 2025
 DATE

Harold D. Hyde
 HAROLD D. HYDE
 ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO A.O.L.S. PLAN SUBMISSION FORM V-104820

RASCH + HYDE LTD.
 Ontario Land Surveyors

P.O. Box 6, 1333 Highway #3 East, Unit B
 DUNNVILLE, ONT, N1A 2X1
 DUNNVILLE: 905-774-7188 FORT ERIE: 905-871-9757
 (FAX 905-774-4000)

HAROLD D. HYDE O.L.S.

SCALE 1 : 200 SURVEY : 25F040 DRWN BY : T. Matheson