

EXECUTED IN TRIPLICATE

AGREEMENT OF PURCHASE AND SALE

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

(Referred to in this Agreement as the "Vendor")

- and -

(Referred to in this Agreement as the "Purchaser")

Recitals:

1. The Vendor own the following lands (referred to in this Agreement as the "Lands") and has advertised them for sale:

*(land description is inserted).

2. The Vendor agree to sell, and the Purchaser agrees to purchase, all the interest of the Vendor in the Lands, on the terms and conditions outlined in this Agreement.

THIS AGREEMENT IS ENTERED in consideration of the exchange of covenants set out, and for other consideration, the receipt and sufficiency of which are acknowledged by *both/all Parties.

ARTICLE 1.00 Purchase Price; Payment Terms, Documents, Etc.

- 1.01 **Purchase Price:** The Purchaser offers to purchase the Lands at the purchase price of _____ (\$_____.00) dollars, on the terms and conditions set out in this Agreement of Purchase and Sale. This offer is open and irrevocable by the Purchaser until 5:00 p.m. on *(insert date) 2016. After that time, if the offer has not been accepted, it shall become void. Should the Vendor accept the offer by signing this Agreement and returning two fully executed copies to the Purchaser, a binding Agreement of Purchase and Sale will have been entered. The term "Purchase Price" as set out in this Agreement refers to the sum of _____ (\$_____) dollars as set out in this paragraph.
- 1.02 **Deposit:** The Purchaser has delivered the sum of _____ (\$_____) dollars as a deposit to the Vendor with the Offer, to be held by the Vendor's *(realtor or solicitor) in trust, pending the closing of the transaction.

- 1.03 **Payment of the Balance Due:** The Purchase Price, less the amount of the deposit and any adjustments, is to be paid by cash or certified cheque on the Closing Date (defined in clause 1.04). Each Party will be responsible for its own costs associated with the closing of the transaction.
- 1.04 **Closing Date:** The “Closing Date” is the date upon which the transaction contemplated by this Agreement is completed and the title to the Lands is transferred to the Purchaser. For the purposes of this Agreement, the Closing Date is *(insert date), 2016, or whatever date is agreed upon in writing by the parties in accordance with clause 4.06.
- 1.05 **Assumption of Costs and Obligations:** The Purchaser shall assume and pay all taxes and assessments against the Lands from (and including) the Closing Date.
- 1.06 **G.S.T./H.S.T.:** The Purchase Price excludes any applicable Goods and Services Tax (“G.S.T.”) or Harmonized Sales Tax (“H.S.T.”). All G.S.T. and/or H.S.T. shall be remitted as required by law. The Vendor is not an H.S.T. Registrant.
- 1.07 **Residency:** The Vendor is not a non-resident of Canada and will provide on closing the prescribed certificate, or a statutory declaration stating that the Vendor is not then a non-resident of Canada.
- 1.08 **Title Direction:** The Purchaser directs the Vendor to reflect title to the Lands in the Transfer/Deed of Land to the Purchaser in the Purchaser’s* name* as indicated in this Agreement.
- 1.09 **Closing Arrangements:** The Parties each agree to retain a solicitor to complete the transaction. The exchange of closing funds, non-registrable documents and other items, and the release of them to the Parties will (a) not occur at the same time as the electronic registration of the Deed (and any other documents intended to be registered in connection with the completion of this transaction), and (b) be subject to conditions whereby the solicitors receiving any of these items will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the solicitors. The Parties irrevocably instruct the solicitors to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the solicitors, exchanges of documents will occur in the applicable Land Titles Office or at another location agreeable to both of them.
- 1.10 **Documents and Discharge:** The Purchaser will not call for the production of any title deed, abstract, survey or other evidence of title. If a discharge of a Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company is not available on closing, the Purchaser agrees to accept the Vendor’s solicitor’s personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register it, or cause it to be registered on title within a reasonable period of time after completion.

The Deed will be prepared, with the exception of the Land Transfer Tax Affidavit, in registrable form at the expense of the Vendor.

- 1.11 **Tender:** Any tender of documents or money may be made upon the Vendor or Purchaser or their respective solicitors on the Closing Date.

ARTICLE 2.00 Conditions

- 2.01 **Use of the Lands:** The Purchaser agrees and acknowledges that the Vendor is transferring title to the Lands subject to a condition subsequent. The Purchaser covenants to construct a permanent dwelling on the Property within three (3) years of the Closing Date, and the Purchaser agrees to enter into a Development Agreement, substantively as appended to this Agreement, to secure that covenant.
- 2.02 **Utilities:** The Purchaser must make application for hydro, telephone, sewer and water services, and any other utility services that may be required. The Purchaser acknowledges that it* shall be solely responsible for all costs relating to those utilities.
- 2.03 **Title:** The Purchaser's offer is conditional upon the Lands having good title, free from all registered restrictions, charges, liens and encumbrances except as otherwise specifically provided in this Agreement, and save and except for:
- (a) any registered restrictions or covenants that run with the land (providing that they are complied with);
 - (b) any registered agreements with publicly regulated utilities (providing that they are complied with, or security has been posted to secure compliance and completion, as evidenced by a letter from the relevant utility);
 - (c) any minor easements for the supply of utility services to the property or adjacent properties; and
 - (d) any easements for drainage which do not materially affect the use of the property.

If within the specified times referred to in paragraph 2.04, any valid objection to title or to any outstanding work order or deficiency notice is made in writing to the Vendor, and which the Vendor is unable or unwilling to remove, remedy or satisfy in favour of the Purchaser (with all related costs at the expense of the Vendor) and which the Purchaser will not waive, this Agreement, despite any intermediate acts or negotiations in respect of those objections, shall be at an end, and all monies paid shall be returned without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except for any valid objection to title made within the stipulated time frame, and except for any objection going to the root of title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Lands.

- 2.04 **Title & Lands Search:** The Purchaser is allowed until 5:00 p.m. on Friday, the *(insert) day of *(insert), 2016, referred to in this Agreement as the "Requisition Date", to examine the Lands and the title to the Lands at the Purchaser's own expense, and to satisfy itself that
- (a) the title to the Lands is good;
 - (b) that there are no outstanding deficiency notices affecting the Lands; and
 - (c) that there are no environmental conditions unacceptable to the Purchaser.

The Vendor consent to all governmental agencies and utility companies releasing to the Purchaser details of all outstanding deficiency notices affecting the Lands, and will

execute and deliver any further authorizations in this regard that the Purchaser may reasonably require.

- 2.05 **Planning Act Consent Statements:** The Parties acknowledge that the Vendor is an Ontario Municipality and the transaction is exempt from the provisions of Section 50 of the Planning Act. Planning Act consent statements will be signed if requisitioned.
- 2.06 **Environmental Conditions:** The Purchaser is granted permission from the Vendor to enter onto the Lands prior to the Requisition Date for the purposes of ascertaining to its satisfaction whether there is any environmental pollutant in the soil on the Lands, or any other environmental condition that the Purchaser may have concerns with. The Purchaser may take soil samples from the Lands for this purpose. Should the transaction specified in this Agreement fail to close for any reason whatsoever, the Purchaser will repair any damage done to the Lands caused by soil sampling and testing in accordance with this paragraph 2.06.
- 2.07 **Family Law Act:** The Vendor warrant that spousal consent is not necessary to this transaction under the provisions of the Family Law Act.

ARTICLE 3.00 Relationship of the Parties

- 3.01 **Relationship of Parties:** Nothing in this Agreement creates any relationship between the parties excepting the relationship existing between vendor and purchaser of a land transaction. It is specifically agreed that neither party is a partner, joint venturer, agent or trustee of the other.
- 3.02 **Non-Registration:** The Purchaser covenants and agrees that it* will not register this Agreement, or any notice of this Agreement, against the title to the Lands.

ARTICLE 4.00 Interpretation Rules and General Terms and Conditions

- 4.01 **Defined Terms:** Words used in this Agreement with their initial letters capitalized are either proper nouns, titles or words that have been specifically defined. Where words are specifically defined in this Agreement and then used elsewhere in this Agreement with their initial letters capitalized, it is intended that the term is being used as defined. Words appearing in ordinary case are intended to have the use ascribed to them in ordinary use of the English language.
- 4.02 **Construing this Agreement:** The captions, article and section names and numbers appearing in this Agreement are for convenience of reference only and have no effect on its interpretation. All provisions of this Agreement creating obligations on either party will be construed as covenants. This Agreement is to be read with all changes of gender or number required by the context. All references to money are considered reference to lawful currency of Canada. References to times and dates refer to the time and date where the Lands are located. The terms “include”, “includes” and “including” are to be interpreted without limitation to the words or phrases that precede them.
- 4.03 **Tender:** Any tender of documents or money under this Agreement may be made upon the Purchaser or Vendor or their respective lawyers on the Closing Date. Money may be tendered by bank draft or cheque. The Vendor will not require the Purchaser to certify any cheques that it delivers with respect to this Agreement.

4.04 **Notice (other than Tender):** Any notice to be given under this Agreement (excluding any tender, which is governed by paragraph 4.03) shall be sufficiently given if delivered by hand, or facsimile, or if sent by prepaid first class mail and addressed to the Vendor at:

The Corporation of the Municipality of Neebing
Attention: Solicitor-Clerk
4766 Highway 61
Neebing, Ontario P7L 0B5
Facsimile: 807-474-5332

or to the Purchaser at:

*(insert)

Receipt of notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
- (b) the business day next following the date of facsimile transmission; or
- (c) five (5) days following the date of mailing of the notice;

whichever is applicable or, in any case, on the date and at the time that receipt is acknowledged by the recipient. The Parties agree that no formal notice may be sent by any other means, including electronic mail.

4.05 **Time & Acts of God:** Despite anything in this Agreement, neither Party shall be in default with respect to the performance of any of the terms of this Agreement if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the Party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained in this Agreement. The Parties or their respective solicitors, who are expressly authorized in this regard, may agree to extend or abridge any time specification in this Agreement, and the extension or abridgement is valid if completed in writing and signed by both Parties (or their solicitors).

4.06 **Successors:** The rights and liabilities of the Parties shall enure to the benefit of and be binding upon the Parties and their respective successors and approved assignees.

- 4.07 **Entire Agreement:** This Agreement and the Development Agreement contemplated by Section 2.01 of this Agreement, constitute the entire agreement between the Parties relating to this transaction, and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this Agreement and the Development Agreement, and that those two documents fully replace and supersede any letter, letter of intent, or other contractual arrangement between the Parties related to the Lands in existence at the time of execution and delivery of this Agreement.
- 4.08 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court or tribunal of competent jurisdiction, the Vendor and the Purchaser agree that the remainder of this Agreement shall not be affected by the decision, but shall remain in full force and effect.
- 4.09 **Amendments:** No supplement, amendment or waiver of or under this Agreement shall be binding unless executed in writing by the party to be bound. No waiver by a Party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 4.10 **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 4.11 **Freedom of Information:** The Vendor acknowledge that this Agreement, once it has been fully executed, is a public document. Prior to acceptance, all offers and counter-offers relating to this transaction are confidential.
- 4.12 **Independent Legal Advice:** The Parties each acknowledge that it or they has/have either received or waived the benefit of its or their own legal advice with respect to the execution of this Agreement. Each Party to this Agreement shall be responsible for its or his own legal costs.
- 4.13 **Counterparts:** This Agreement, or any document referenced in this Agreement, may be signed in counterparts.

4.14 **Facsimile Signatures:** Facsimile signatures are accepted as originals provided that the originally executed document is forwarded to the recipient of the facsimiled signature within five (5) business days of the date of delivery of the facsimiled signature.

TO WITNESS THEIR AGREEMENT TO THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT, the undersigned affixed their signatures together with, where required, corporate seals.

Witness to the Signature of *(Purchaser #1):

***(INSERT NAME PURCHASER #1)**

Printed name:

Witness to the Signature of *(Purchaser #2):

***(INSERT NAME PURCHASER #1)**

Printed name:

Date of Signatures: _____

THE CORPORATION OF THE MUNICIPALITY OF NEEBING

Solicitor-Clerk: Rosalie Evans
I have authority to bind the Corporation
Resolution @ Council Meeting
Wednesday, *(insert), 2016
Date of Signature: *(insert), 2016

Parties' Solicitors:

| | |
|--|---|
| The Solicitor for the Purchaser is: _____ _____ _____ _____ _____ | The Solicitor for the Vendor is: Walter Wieckowski Walter Wieckowski Law Office 293 Park Avenue Thunder Bay, Ontario P7B 1C4 Telephone: 807-345-6566 Facsimile: 807-345-9982 |
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