

## AGREEMENT OF PURCHASE AND SALE

**PURCHASER** Nu-Wood Carpentry Limited agrees to purchase from

**VENDOR** The Corporation of the Township of North Huron, the following

**REAL PROPERTY:** Vacant property on Cedar Street, Wingham, Ontario

**Legal Description:** Part Park Lot 16, Plan 410, Wingham designated as Parts 1, 2, 3, 4 and 7, Plan 22R3610, Township of North Huron, County of Huron (The "property").

**PURCHASE PRICE** Forty five thousand Dollars (CDN\$45,000.00)

**DEPOSIT** One thousand Dollars (CDN\$1,000.00)  
of lawful money of Canada, payable by cash or certified cheque to the said solicitor for the vendor, on this date as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing, and agrees to pay the balance of the purchase price, by cash or certified cheque on the closing of the transaction, subject to the usual adjustments.

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

1. **CHATTELS INCLUDED:** None

2. **FIXTURES EXCLUDED:** None

3. **RENTAL ITEMS:** NONE.

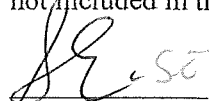
4. **COMPLETION DATE:** This agreement shall be completed by no later than **December 15, 2017**. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided in this Agreement.

5. **NOTICES:** Pursuant to this Agreement any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. 519- (for delivery of notices to Vendor)

FAX No. 519-357-4110 (for delivery of notices to Purchaser)

6. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the purchase price.

  
Purchasers Initials

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Vendors Initials

7. **TITLE SEARCH:** Purchaser shall be allowed until December 8, 2017 (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (residential) may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

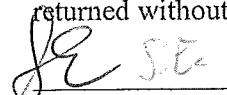
8. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

9. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 7 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which 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 paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

10. **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 Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registerable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing.

11. **INSPECTION:** Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

12. **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 terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the

  
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purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

13. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.

14. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of Vendor, and any Charge/Mortgage to be given back by Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act of Ontario.

15. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue 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 Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non- resident of Canada.

16. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

17. **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 lawyers who may be specifically authorized in that regard.

18. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

19. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act of Ontario unless Vendor's spouse has executed the consent hereinafter provided.

20. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

21. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

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



Purchasers Initials

Vendors Initials

23. This Offer shall be irrevocable by the purchasers until November 7, 2017 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest.

DATED at Wingham, ONTARIO this 3<sup>rd</sup> day of November, 2017.

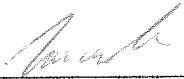
SIGNED, SEALED AND DELIVERED


In the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

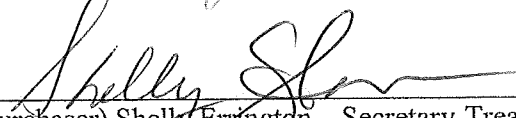
NU-WOOD CARPENTRY LIMITED

Per:

  
(Witness)

  
(Purchaser) Steven Errington – President

  
(Witness)

  
(Purchaser) Shelly Errington – Secretary-Treasurer  
We have authority to bind the corporation

I, the Undersigned Vendor, agree to the above Offer.

DATED at \_\_\_\_\_, ONTARIO this \_\_\_\_\_ day of November, 2017.

The Corporation of the Township of North Huron  
Per:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Vendor) Neil Vincent – Reeve

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Vendor) Richard Al - Clerk  
We have authority to bind the corporation

Solicitor for the Vendor:

Solicitor for the Purchaser:  
John W. Schenk, Barristers & Solicitors  
P.O. Box 1150, 5 Veterans Road  
Wingham, ON N0G 2W0  
Tel: 519-357-4500  
Fax: 519-357-4110

  
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SCHEDULE "A"

The Vendor agrees to convey the property in 2 parcels: firstly, Part 4; and secondly, Parts 1, 2, 3 & 7, or as otherwise agreed, at their expense.

This offer is conditional upon the purchasers being able to satisfy themselves that they can obtain building permits to build the buildings that they choose. The purchasers shall have until the 17<sup>th</sup> day of November, 2017 to satisfy themselves and to waive this condition by notice in writing to the Vendor, failing which this Agreement of Purchase and Sale shall be void and the deposit shall be returned to the Purchasers in full.

The purchase price on the property will be allocated as follows:

Part Park Lot 16, Plan 410, Wingham being Parts 1, 2, 3 & 7, Plan 22R3610 \$22,500.00

Part Park Lot 16, Plan 410, Wingham being Part 4, Plan 22R3610 \$22,500.00

The Purchaser agrees to erect a building on Part 4, Plan 22R3610 by April 2020. The purchaser also agrees to erect a building on Parts 1, 2, 3 & 7, Plan 22R3610 by April 2022. In the event the Purchaser does not erect a building within the established timeline requirements, the Vendor has the right to re-purchase one or both properties at a purchase price of \$22,500.00 per parcel, net of any other costs to a maximum of \$1,000.00 plus applicable land transfer tax and free of encumbrances. The right to re-purchase is a material component of this agreement.

The Purchasers agree that the vendor will reserve an easement over Parts 2 & 7, Plan 22R3610 for the purpose of the municipal drain and that an easement will be granted to utility companies for the installation of services over the said Parts 2 & 7, Plan 22R3610.

The vendor warrants to be the best of his knowledge and belief that during the period of his ownership of the property that; all environmental laws and regulations have been complied with, no hazardous conditions or substances exist on that land, no limitations or restrictions affecting the continued use of the property exist, other than those specifically provided for herein, no pending litigation respecting Environmental matters; no outstanding Ministry of Environment and energy orders, investigation, charges of prosecution respecting environmental matters exist; there has been no prior use as a waste disposal site, and all applicable license are in force and that there are no underground fuel tanks on the premises. The parties agree that this warranty shall survive and not merge on completion of this transaction.

The Vendors agree to give the Purchasers a copy of the existing survey of the property upon acceptance of this offer.

Both the Purchaser and the Vendor agree that the presentation and acceptance of this offer communicated by email/fax telecopier shall form a binding agreement.

  
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