

AGREEMENT OF PURCHASE AND SALE

BUYER(S), THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON and THE CORPORATION OF THE TOWNSHIP OF NORTH HURON offer to buy from

SELLER(S), HEATHER LOUISE BELL, the following

PROPERTY legally described **as PT LT 27 CON 14 HULLETT AS IN R280619, S/T & T/W R280619; S/T R48390; MUNICIPALITY OF CENTRAL HURON**, for the

PURCHASE PRICE of – **ONE HUNDRED SEVENTY-FIVE THOUSAND -----Canadian Dollars (\$175,000.00 Cdn) by way of cash or cheque, and a SEVENTY-FIVE THOUSAND DOLLAR (\$75,000.00) Donation Receipt**

DEPOSIT: It is agreed by the parties that there is adequate consideration arising from the mutual covenants and agreements contained herein and that the Buyer is not required to submit a deposit, either herewith or upon acceptance of the offer by the Seller. It is further agreed, that the Buyer shall pay the total purchase price by way of certified cheque or bank draft, subject to the adjustments referred to herein, on closing.

OR

Buyer submits upon final acceptance of this offer ~ --Dollars (\$~) cheque payable to the Seller's lawyer as a deposit to be held by the Seller's lawyer in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion. Buyer agrees to pay the balance of the purchase price by certified cheque or bank draft, subject to the usual adjustments, on closing.

Conditions:

1. This Agreement is subject to the approval by both the Councils of North Huron and Central Huron.
2. This Agreement is subject of confirmation of an access to the property satisfactory to Central Huron and North Huron.

Seller agrees to cooperate fully in providing access to the Property to the Buyer and the Buyer's agents and contractors for the purposes of completing all inspections and reports necessary to fulfill the above conditions.

If the Buyer has not confirmed satisfactory fulfilment of all of the above conditions, the Buyer shall have the right to terminate this Agreement by written notice delivered to the Seller or the Seller's lawyer prior to expiry of the said conditional period. In such event, this Agreement shall be null and void and the Buyer's deposit shall be returned without interest or deduction. These conditions are included for the sole benefit of the Buyer and may be waived by the Buyer at the Buyer's sole discretion within the said conditional period. If such notice is not delivered within the said conditional period, these conditions shall be deemed to be satisfied.

HARVESTING OF TREES:

1. The Seller warrants that she has not harvested, or caused to be harvested, any trees on the property during the one year period prior to the acceptance of this offer.
2. The Vendor will not harvest, or cause to be harvested any trees on the property between the date of acceptance of this offer and the date of transfer of the property to the Purchaser.

Initials of Buyer: _____ / _____ Initials of Seller: _____ / _____

CHATTELS: The chattels included in this sale for the price set out above are as follows: NONE

FIXTURES: All existing fixtures are included in the purchase price set out above except the following: NONE

RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price: NO RENTALS

IREVOCABILITY: The Offer shall be irrevocable by the Buyer until 5:00 p.m. on **January 9, 2019**, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Buyer in full without interest or deduction.

HST: If this transaction is subject to Harmonized Sales Tax (HST), then such HST shall be in addition to the Purchase Price. The Seller will not collect and remit HST if the Buyer provides to the Seller on or before closing a warranty that the Buyer is registered for HST purposes, a copy of the Buyer's HST registration, and a warranty that the Buyer shall self-assess and remit the HST payable and shall indemnify the Seller with respect to any HST payable, and if the Seller is able to obtain confirmation from the Canada Revenue Agency that the HST registration number is valid and assigned to the Buyer, failing which the applicable HST shall be paid to the Seller on closing.

COMPLETION DATE: This Agreement shall be completed on or before 5:00 p.m. on **February 6, 2019** (the "closing date"). Vacant possession of the Property shall be given to Buyer on closing, unless otherwise provided for in this Agreement.

INSPECTION: Buyer acknowledges having inspected the Property prior to submitting this Agreement and understands that upon Seller accepting this Agreement there shall be a binding agreement of purchase and sale between Buyer and Seller. Notwithstanding the foregoing, the Buyer shall have the right to a further inspection prior to closing to confirm that no damage has occurred to the Property since the date of acceptance of this Offer.

FUTURE USE: Seller and Buyer agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by Buyer is or will be lawful except as specifically set out in this Agreement.

ADJUSTMENTS: Rents, mortgage interest, property taxes, local improvements, unmetered public or private utility charges and unmetered cost of fuel, shall be adjusted as of the date of closing (the day itself to be the responsibility of Buyer).

TITLE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except for those in the possession or control of Seller. Seller agrees to deliver any sketch or survey of the Property in the Seller's possession or within the Seller's control to Buyer as soon as possible and prior to the title search date set out in this Agreement. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Buyer on closing is not available in registrable form on closing, the Buyer agrees to accept the Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge of charge in registrable form and to register same on title within a reasonable period of time after closing, provided that on or before closing the Seller shall provide to the Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on closing. Except as otherwise provided herein, the Seller shall discharge all liens, charges and encumbrances against the real and/or personal property on or before closing.

Initials of Buyer: _____ / _____ Initials of Seller: _____ / _____

TITLE SEARCHES: Buyer shall be allowed until 5:00 p.m. on the 10th business day prior to closing to: examine the title to the Property, at the Buyer's own expense, to satisfy the Buyer that there are no outstanding work orders affecting the Property, that its present use as residential may be lawfully continued, and that the principal buildings may be insured against risk of fire.

Title to the Property shall be free from all encumbrances except for:

- (a) anything to the contrary set out in this Agreement;
- (b) any registered restrictions or covenants that run with the land providing that they are complied with and do not interfere with the present use of the Property; and
- (c) 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 that the said present use may not lawfully be continued, or that the principal buildings may not be insured against risk of fire is made in writing to Seller, which Seller is unable or unwilling to remove, remedy or satisfy, and which Buyer will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end, Buyer's deposit shall be returned without interest or deduction, and Seller and Seller's Agent shall not be liable for any costs or damages. Except for any valid objection made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until closing at the risk of Seller. Pending completion, Seller 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 Buyer may either terminate this Agreement and have all deposits paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

PLANNING ACT: This Agreement shall be effective to create an interest in the Property only if the subdivision control provisions of the *Planning Act* (Ontario) are complied with by Seller on or before closing and Seller hereby covenants to proceed diligently at the Seller's expense to obtain any necessary severance consent on or before closing of this transaction.

RESIDENCY: Buyer shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Buyer to pay to the Minister of National Revenue in order to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the *Income Tax Act* (Canada) by reason of this sale. Buyer shall not claim such credit if Seller delivers on closing the prescribed certificate or the Seller's statutory declaration that the Seller is not then a non-resident of Canada.

DOCUMENT PREPARATION: The deed or transfer shall be prepared in registrable form by the Seller, except for the Land Transfer Tax Affidavit, which shall be prepared by Buyer. The deed or transfer shall be registered at the expense of the Buyer.

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 in this Agreement may be extended or changed by an agreement in writing signed by Seller and Buyer or by their lawyers.

TENDER: Any tender of documents or money under this Agreement may be made upon Seller or Buyer or their respective lawyers on the closing day. 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.

FAMILY LAW ACT: Seller warrants that spousal consent to this transaction is not necessary under the provisions of the *Family Law Act* (Ontario) unless Seller's spouse has executed the

Initials of Buyer: _____ / _____ Initials of Seller: _____ / _____

consent set out below.

CLOSING ARRANGEMENTS: Each of the Seller and Buyer shall retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* (Ontario) and the *Electronic Registration Act* (Ontario), the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the “Requisite Deliveries”) and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the closing of this transaction), and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the parties’ lawyers. Seller and Buyer irrevocably instruct their lawyers 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 parties’ lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers. In cases where the parties have agreed to complete the transaction by way of electronic registration, the Tender paragraph above is hereby amended to provide that tender shall have been validly made by the Seller when the “completeness signatory” for the Transfer/Deed of Land has been electronically “signed” by the Seller’s Solicitor and same shall be satisfactory evidence that the Seller is ready, willing and able to complete the sale.

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

AGREEMENT IN WRITING: Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Agreement shall be the true terms and shall supersede the printed portion with respect to the parts affected. This Agreement shall constitute the entire agreement between Buyer and Seller and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

FACSIMILE OR E-MAIL SIGNATURES: The parties agree that this Agreement of Purchase and Sale and any Counter-Offer and/or acceptance may be communicated by facsimile or e-mail transmission of Adobe Acrobat files and that communication by such means between the parties shall be lawful and binding in the same manner and to the same extent as if the e-mail or facsimile transmission were the original. Any party executing this Agreement by fax or PDF file, shall, immediately following a request by any other Party, provide an originally counterpart of this Agreement provided, however, that any failure to so provide shall not constitute a breach of this Agreement except to the extent that such electronic execution is not otherwise permitted under the *Electronic Commerce Act, 2000* (Ontario). Further, it is agreed between the parties that facsimile or e-mailed acceptance must be received during the hours of 9:00 a.m. to 5:00 p.m., Monday to Friday, excluding Saturday, Sunday and legal holidays.

COUNTERPARTS: The parties agree that this Agreement may be executed in Counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Initials of Buyer: _____ / _____ Initials of Seller: _____ / _____

DATED at North Huron, Ontario, this _____ day of January, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON

Per: _____
Bernie Bailey, Reeve

Per: _____
Dwayne Evans, Clerk
We have authority to bind the municipal
corporation.

DATED at Central Huron, Ontario, this _____ day of January, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL HURON

Per: _____
Jim Ginn, Mayor

Per: _____
Brenda MacIsaac, Clerk

The Seller accepts the above Offer and its terms, and covenants, promises and agrees to and with the above named Buyer to duly carry out the same on the terms and condition above- mentioned.

DATED at Richmond, B.C., this _____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

Heather Louise Bell

The Spouse of the Seller hereby consents to the sale of the Property as set out in this Agreement pursuant to the provisions of the *Family Law Act* (Ontario). In consideration of the sum of One Dollar (\$1.00), the receipt of which from the Buyer is hereby acknowledged, the Spouse of the Seller hereby agrees with the Buyer that he\she will execute all necessary or incidental documents to give full force and effect to this Agreement.

DATED at Richmond, B.C., this _____ day of _____, 2019.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness)

Cameron Lansdell

Initials of Buyer: _____ / _____ Initials of Seller: _____ / _____

Buyer's lawyer: Donnelly Murphy Lawyers PC
Attention: Gregory F. Stewart
Phone: 519-524-2154 (Goderich)
Phone : 519-396-3636 (Kincardine)
Fax: 519-524-8550
E-mail: gstewart@dmlaw.ca
(For delivery of notice to the Buyer)

Seller's lawyer:

(For delivery of notice to the Seller)

Initials of Buyer: _____ / _____ *Initials of Seller:* _____ / _____