

Schedule "A" to Bylaw 14-2021

OFFER TO PURCHASE
AGREEMENT OF PURCHASE AND SALE

Stanley Whitehead and Marcie Whitehead, (as the Purchaser)

having inspected the Property hereby agree to and with

Municipality of West Grey (formerly The Corporation of the Town of Durham) (as the Vendor),

to purchase all and singular the premises,

"Lots 49, 52, 77, 78, 79, and 80, plan 508, Durham, West Grey, and bearing PIN 3722-0189",
the "Property"

for the price or sum of

Twenty Thousand Dollars, (\$ 20,000.00), (the "Purchase Price").

1. Payment of the Purchase Price shall be as follows:

a. The Purchaser submits with this offer the sum of

Two Hundred Dollars, (\$200.00)

payable to the Vendor's Solicitor, ..... in trust, by cheque and which
deposit shall be credited to the balance due on closing, and

b. the Purchaser agrees to pay the balance due on closing, subject to the usual adjustments, to the Vendor's solicitor, as
the Vendor may direct, on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a
certified cheque or wire transfer using the Large Value Transfer System.

c. In addition to any adjustment for the usual adjustments as set out in 1 b. above the Purchasers agree to provide a credit
to the Vendor an amount of Five Hundred Dollars (\$500.00) as contribution towards the Vendor's legal fees.

2. This Offer shall be irrevocable by (Vendor/Purchaser) ..... until ..... a.m./p.m. on the
..... day of ..... 20....., 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.

3. This Agreement shall be completed by no later than 5:00 p.m. on the ..... 1st ..... day of .... March ....., 2021. Upon
completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

4. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any
Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this
Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the
Address for Service provided in the Acknowledgment below, or where a facsimile number is provided herein, when transmitted
electronically to that facsimile number.

FAX No. .... (For delivery of notices to Vendor) FAX NO. .... (For delivery of notices to Purchaser)

5. This is the sale of vacant land.

6. If this transaction is subject to the Harmonized Tax ("H.S.T.") then such H.S.T. shall be included in the purchase price, and H.S.T.
shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to H.S.T., the Vendor
agrees to provide on or before closing to the Purchaser or the Purchaser's solicitor a certificate in the form prescribed by the

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applicable legislation if so prescribed, or otherwise in a form reasonably satisfactory to the Purchaser or the Purchaser's solicitor) certifying that the transaction is not subject to H.S.T. "H.S.T." means the tax commonly referred to as the "Harmonized Tax" referred in Part IX of the Excise Tax Act.

7. This agreement shall be conditional on the Vendor enacting and passing a by-law authorizing the sale of the Property on or before 18<sup>th</sup> February 2021, failing which, unless extending the condition further, this agreement shall be null and void and the Purchasers deposit shall be delivered to the Purchasers forthwith.
8. Purchaser shall be allowed until 4:59 p.m. on the ..... 22<sup>nd</sup> ..... day of..... February ....., 2021 ....., (Requisition Date) to examine the title to the Property at Purchaser's 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 Purchaser that there are no outstanding work orders or deficiency notices affecting the Property, and 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 and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. 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.
10. 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;
  - © 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 use of the property.

If within the specified times referred to in paragraph 8 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 or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), 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 Brokerage and Co-operating Brokerage 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 Vendor's title to the property.

11. Where each of the Vendor and Purchaser 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, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser 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 completion 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 said lawyers.

The Vendor and Purchaser irrevocably instruct the said 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 lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. 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 Trust And 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 registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor. **The Purchaser acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Purchaser will not be obtaining a property inspection or property inspection report regarding the property.**
14. 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 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. 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.
15. 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.
16. The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the 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, R.S.O.1990.
17. 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.
18. Any rents, mortgage interest, realty taxes including local improvement rates 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.
19. The Purchaser and Vendor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Purchaser and Vendor agree that no claim will be made against the Purchaser or Vendor, or any Brokerage or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
20. 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.



**Acknowledgement**

Purchaser's Solicitor:



Michael Morgan, B.A., J. D.  
Solicitor & Notary

Suite 217, 400 Bronte St. S., Milton, On., L9T 0H7

Ph: 905 878 5554

Fax: 905 878 3032

Vendor's Solicitor:

Jennifer A. Schwass  
Johnson & Schwass Professional Corporation

Barristers & Solicitors

Ph: 519 986 1969

Fax: 519 986 4793

177 Toronto St. PO Box 433 Markdale ON N0C 1H0

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale to forward a copy to my lawyer. My contact information is:

Purchaser's Address and Phone

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Ph: .....  
Fax: .....

Date:

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Purchaser

\_\_\_\_\_  
Purchaser

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale to forward a copy to my lawyer. My contact information is:

Vendor's Address and Phone

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Ph: .....  
Fax: .....

Date:

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Vendor

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Vendor