

## AGREEMENT OF PURCHASE AND SALE

**THE CORPORATION OF THE TOWNSHIP OF EAST HAWKESBURY** (hereinafter referred to as the "**Purchaser**"), hereby agrees with **GERALD LAUZON and ALINE LAUZON**, (hereinafter referred to as the "**Vendor**"), to purchase all and singular the premises situate on the **north** side of **County Road 18** and **west** side of **County Road 14** in the **Township of East Hawkesbury, County of Prescott and Province of Ontario**, bearing PIN's **54192-0201 and 54192-0202** (herein called the "**Property**") being **Part of Lot 7, Concession 7, of the Township of East Hawkesbury, County of Prescott, designated as Parts 1 and 2 on Plan 46R-5719, and Part 1 on Plan 46R-5692**, at the price or sum of **TWO HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$ 275,000.00)** (hereinafter referred to as the "**Purchase Price**") payable as follows:

**ONE THOUSAND Dollars (\$ 1,000.00)** by cheque payable to **A. PIERRE AUBRY, IN TRUST**, upon acceptance hereof, as a deposit to be held in trust pending completion or other termination of this Agreement, and to be credited on account of Purchase Price on closing, and Purchaser covenants, promises and agrees with the Vendor to pay the balance of the Purchase Price on completion of this transaction, by certified cheque or bank draft, subject to the usual adjustments.

**The Purchaser and Vendor agree the Vendor shall be allowed and entitled to retain out of the property approximately 1.6 acres as shown on the sketch attached, which shall be surveyed prior to the Completion Date at the expense of the Purchaser. Vendor shall have deleted from title to the Property prior to the Completion Date at Vendor's expense the life estate reserved unto Rhéal Lauzon and Laurette Lauzon by Instrument No. R58970.**

The purchase Price does not include Goods and Services Tax/Harmonized Sales Tax (hereinafter referred to as the "**G.S.T./H.S.T.**") and , if this transaction is subject to G.S.T./H.S.T., then applicable G.S.T./H.S.T. shall be **in addition to** the Purchase Price. All G.S.T./H.S.T. shall be collected and remitted as required by law. If this transaction is subject to G.S.T./H.S.T. but the Vendor is not required to collect or remit G.S.T./H.S.T., the Purchaser agrees to provide on or before closing to the Vendor or Vendor's Solicitor a written certificate in a form reasonably satisfactory to the Vendor or Vendor's Solicitor to the effect that the Vendor is not required to collect or remit the G.S.T./H.S.T. and shall provide the Vendor with the Purchaser's G.S.T./H.S.T. registration number, if applicable, failing which the applicable G.S.T./H.S.T. shall be paid to the Vendor on closing. If this transaction is not subject to G.S.T./H.S.T., the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's Solicitor a written certificate in a form reasonably satisfactory to the Purchaser or Purchaser's Solicitor certifying that the transaction is not subject to G.S.T./H.S.T.

All fixtures shall remain with the Property, except: **None**

and the following chattels, the property of the Vendor, shall be enclosed in this sale for the price above-mentioned: **None**

The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: **None**

This Offer shall be irrevocable by the **Purchaser** until 5:00 p.m. on the **15<sup>th</sup>** day of **June, 2019**, after which time, if not accepted, this Offer shall be null and void and the deposit, if any, returned to the Purchaser without interest or deduction.

**PROVIDED** the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his or her own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under his or her control; and provided the same have been complied with, the Purchaser to accept the Property subject to Municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the land.

The purchaser to be allowed until 5:00 p.m. on the **30<sup>th</sup>** day of **August, 2019**, (hereinafter referred to as the **“Requisition Date”**) to investigate the title at his or her expense, and if within that time he or she shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, or that the buildings on the Property may not be insured against risk of fire, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Vendor hereby consents to the Municipality releasing to the Purchaser details of all outstanding Municipal work orders or deficiency notices affecting the Property.

This Agreement shall be completed on or before the **6<sup>th</sup>** day of **September, 2019**, (hereinafter referred to as the **“Completion Date”** or **“Closing Date”**) on which date vacant possession of the Property is to be given to the Purchaser **unless otherwise provided for herein**:

Until completion of sale all buildings and equipments on the Property shall be and remain at the risk of the Vendor until closing and the Vendor will hold all policies of insurance effected on the Property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys theretofore paid on account of this purchase.

Unearned fire insurance premiums, fuel, taxes, interest, rentals and all local improvements and water rates to be proportioned and allowed to the date of completion of sale.

Transfer/Deed to be prepared at the expense of the Vendor in a form acceptable to the Purchaser's Solicitor, and if a Charge/Mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor's Solicitor.

The Transfer/Deed to be given to the Purchaser shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 50 (22) of the *Planning Act*.

This Agreement shall be effective to create an interest in the real property only if the applicable land division provisions of the Planning Act are complied with, and the Vendor agrees, at his or her expense, to comply with such provisions and to proceed diligently with the application for such compliance.

The Vendor, on or before completion, will produce evidence that he or she is not now, and upon completion, will not be, a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if he or she is a "non-resident person" will fully comply with the provisions of Section 116 of the said Act prior to the completion.

The Affidavit of Residence and of Value of the Consideration required under the Land Transfer Tax Act shall be prepared by the Purchaser.

If the spouse of the Vendor has not executed this Agreement, the Vendor represents and warrants that the completion will not contravene the provisions of the Family Law Act.

All parties to this Agreement agree that the reproduction by way of facsimile telecommunications device (FAX) will be treated as though such reproduction were executed originals and each party undertakes to provide the other with a copy of the Agreement of Purchase and Sale bearing original signatures within a reasonable period of time after acceptance of such offer.

**This Offer, when accepted by the Vendor/Purchaser, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

The Vendor represents and warrants that during the period of his or her occupancy of the Property and to the best of his or her knowledge, prior thereto, no building on the Property has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction.

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of their own solicitor, as well as the cost of registration of his or her own documents and taxes, unless otherwise specified herein.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

**DATED** at \_\_\_\_\_ this \_\_\_\_\_ of June, 2019.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED )

The Corporation of the Township  
of East Hawkesbury

in the presence of: )

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

\_\_\_\_\_  
Per: )

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

\_\_\_\_\_  
Per: )

We have the authority to bind the  
Corporation.

The undersigned, hereby accepts the above Offer and its terms, and covenants, promises and agrees to  
and with the above-named Purchaser to duly carry out the same on the terms and conditions above  
mentioned.

DATED at \_\_\_\_\_ this \_\_\_\_\_ of June, 2019.

IN WITNESS WHEREOF I have hereunto set my hand and seal.

SIGNED, SEALED AND DELIVERED )

in the presence of: )

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

\_\_\_\_\_  
Vendor )

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

\_\_\_\_\_  
Vendor )

Purchaser's Address: \_\_\_\_\_

Vendor's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Telephone No: \_\_\_\_\_

**Vendor's Solicitor: A. Pierre Aubry**  
**40 Main Street North, Alexandria, ON**  
**Tel. 613-525-1055 Fax 613-525-**

**Purchaser's Solicitor: Alain Bolduc**  
**114 Main Street East, Hawkesbury, ON**  
**Tel. 613-632-7502, Fax 613-636-0333**