

## AGREEMENT OF PURCHASE AND SALE

**BUYER(S), CORPORATION OF THE TOWN OF GODERICH,** offers to buy from

**SELLER, MARGARET ETHEL PROUSE,** the following

**PROPERTY** known municipally as **35435 Huron Road, Goderich** legally described as: **PT LT 105 CON MTLND GODERICH AS IN R216893; GODERICH – PIN 41144-0010 (LT),** ( the “Property”) for the **PURCHASE PRICE OF NINE HUNDRED AND NINETY NINE THOUSAND, NINE HUNDRED (\$999.900.00) Canadian Dollars** on the following terms:

1. Buyer submits upon final acceptance of this offer a **FIVE THOUSAND (\$5,000.00) Canadian 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 ad to be credited towards the Purchase Price on completion.
2. a. Buyer agrees to pay the balance of the purchase price by certified cheque or bank draft, subject to the usual adjustments, on closing.  
  
b. Buyer and Seller agree that the delivery of this offer to purchase or counter offer, notice of acceptance thereof and delivery of all notices and communications hereunder, may be made by facsimile or e-mail, addressed to the parties hereto or their lawyers.
3. This Agreement of Purchase and Sale is conditional upon the Buyer, at the Buyer’s expense, obtaining the following within 30 days of final acceptance of this Agreement and all to be satisfactory to the Buyer in the Buyer’s sole discretion:
  - (i) Adequate supply of water from the well located on the Property, for normal household purposes by way of inspection of the well system by a contractor(s) of the Buyer’s choice;
  - (ii) Confirmation as to ownership of the well on the Property and in this regard the Seller agrees to supply all documentation in the Seller’s possession relating to the well;

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 fulfillment 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.

4. **Water Sample Test:** Seller agrees to provide the Buyer prior to the title search date set out in this Agreement three (3) current Bacteriological Analysis of Drinking Water from the local health authority having jurisdiction over the Property, each water sample to be taken at least (7) days apart, showing a rating indicating there is no evidence of bacterial contamination.
5. **Environmental Warranty:** Seller represents and warrants that the Seller has not used the Property, and to the best of the Seller's knowledge and belief the Property has never been used to generate, manufacture, refine, treat, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, and that there are no Hazardous Substances stored or disposed of in, on, or below the Property. For the purposes of this clause, Hazardous Substances means any substances or material that is on the date hereof prohibited, controlled or regulated by any governmental authority, including, without limiting the generality of the foregoing, any contaminant, pollutant, dangerous substance, dangerous good, toxic substance, designated substance, controlled product, controlled substance, hazardous waste, hazardous material, or petroleum, its derivatives, bi-products or other hydrocarbons, all as defined in, by or pursuant to any laws, regulations, or orders of any governmental authority, being any federal, provincial, regional, municipal, local or other political subdivisions or agencies thereof, and any entity or person exercising executive, legislative, judicial, regulatory, or administrative functions of, or pertaining to any such governmental authority. Seller agrees that this representation and warranty shall survive and not merge on the closing of this transaction, but shall apply only to the state of the Property as of closing.

6. Buyer and Seller agree that all existing fixtures are included in the purchase price except those listed hereunder: NOT APPLICABLE and that the following chattels are included in the purchase price: NONE.
7. Buyer agrees that this Offer shall be irrevocable by the Buyer until 5:00 p.m. on July 14, 2022, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Buyer without interest or deduction.
8. This Agreement shall be completed by 5:00 p.m. on August 31, 2022, Vacant possession of the Property shall be given to Buyer on Closing.
9. The Buyer and the Seller will enter into a Residential Rental Agreement providing for the Seller to rent the residence on the Property on a month to month basis for a maximum period of six (6) months on terms and conditions to be outlined in a Residential Rental Agreement.
10. Buyer shall be allowed until 5:00 p.m. on August 15, 2022 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.
11. 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.

12. **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.
13. **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.
14. **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.
15. **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.

16. **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.
17. **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.
18. **ADJUSTMENTS:** Rents, mortgage interest, property taxes, local improvements, water rates, and the cost of fuel shall be adjusted as of the date of closing (the day itself to be the responsibility of Buyer)
19. **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 and the Mortgage (if any) shall be registered at the expense of the Buyer.
20. **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.
21. **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.

22. **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 consent set out below.
23. **SEPTIC:** If the Property is serviced by a septic system, on or before closing the Vendor shall deliver to the Purchasers evidence satisfactory to the Purchasers that the septic system is in good working order and that it was installed and is in compliance with all applicable ordinances and legislation.
24. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the Property Seller has not insulated any of the buildings used on the Property with a urea formaldehyde foam type of insulation, and that to the best of Seller's knowledge and belief, none of the buildings used on the Property have been, as at the date of closing, insulated with a urea formaldehyde foam type of insulation. If the building is part of a multiple unit building this warranty shall only extend to that portion of the building which is the subject of this transaction. This warranty shall survive and not merge on the closing of this transaction.
25. **FUEL OIL/PROPANE/FURNACE:** In the event the Property is heated with oil, the parties agree that the Seller shall be responsible for all costs for repairs and/or upgrades to the oil storage tank, furnace and related equipment and connections that are required in order to comply with the *Technical Standards and Safety Act* (Ontario) and regulations thereunder prior to the closing of this transaction.
26. **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.

27. **H.S.T.:** The Purchase Price does not include Harmonized Sales Tax (“**H.S.T.**”) and, if this transaction is subject to H.S.T., then applicable H.S.T. shall be in addition to the Purchase Price. All H.S.T. shall be collected and remitted as required by law. If this transaction is subject to H.S.T. but the Vendor is not required to collect or remit H.S.T., the Purchaser agrees to provide on or before closing to the Vendor or the 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 H.S.T. and shall provide the Vendor with the Purchaser’s H.S.T. registration number, if applicable, failing which the applicable H. S.T. shall be paid to the Vendor on closing.
28. **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.
29. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**30. 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.

**31. 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.

DATED at Goderich, Ontario this                      day of July, 2022

SIGNED, SEALED AND DELIVERED in the presence of :

The Corporation of the Town of Goderich  
Per:

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

\_\_\_\_\_  
Per: John Grace, Mayor

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

\_\_\_\_\_  
Per: Andrea Fisher, Clerk

I/We have the authority to bind the corporation.

I, the undersigned Vendor, Margaret Ethel Prouse agrees to the acceptance of the above offer  
DATED at Goderich, Ontario this                      day of July, 2022

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

\_\_\_\_\_  
Margaret Ethel Prouse (Vendor)

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 Goderich, Ontario this                                      day of July, 2022

SIGNED SEALED AND DELIVERED in the presence of:

(Witness)

(Spouse)

**Solicitor for the Purchaser:**

Donnelly Murphy Lawyers, PC  
P.O. Box , 18 The Square  
Goderich, ON N7A 3Y7

Gregory F. Stewart  
Email: [gstewart@dmlaw.ca](mailto:gstewart@dmlaw.ca)  
Tel: 519-524-2154  
Fax: 519--524-8550

**Solicitor for the Vendor:**

Norman Pickell  
58 South Street  
Goderich, ON N7A 3L5  
Email: [pickell@normanpickell.com](mailto:pickell@normanpickell.com)  
Tel: 519-524-8335