

AGREEMENT OF PURCHASE AND SALE

PURCHASER(S): SHIRLEY RUMBALL

HEREBY OFFERS TO PURCHASE FROM

**VENDOR(S): THE CORPORATION OF THE MUNICIPALITY OF SOUTH
 HURON**

THE FOLLOWING PROPERTY:

PROPERTY: vacant residential property legally described as PT ANN ST, PL 222 STEPHEN DESIGNATED AS PT 1, PLAN 22R-1695; SAVE AND EXCEPT PART 2, PLAN 22R-7053; MUNICIPALITY OF SOUTH HURON (PIN 41248-0033(LT)-Split therefrom), and registered in the Land Registry Office for the Titles Division of Huron (No. 22), herein referred to as the "real property".

AT A PURCHASE PRICE OF

PURCHASE PRICE: TWO (\$2.00) CANADIAN DOLLARS + OTHER GOOD AND VALUABLE CONSIDERATION AS SET OUT IN PARAGRAPH 2 HEREOF

UPON THE FOLLOWING TERMS:

1. PURCHASER submits, upon acceptance, the sum of ONE (\$1.00) CANADIAN DOLLARS by cheque payable to the Vendor, to be held by it in trust pending the completion or other termination of this Agreement and to be credited towards the Purchase Price upon completion.
2. PURCHASER agrees to pay the balance of the Purchase Price by certified cheque to the Vendor on closing and further agrees to pay the Vendor, The Corporation of the Municipality of South Huron, any and all legal costs incurred by the municipality in the registration of a deed from it to the Purchaser and such other costs as the Vendor reasonably requires be paid to it for costs incurred.
3. THE PARTIES further agree that, prior to the registration of the Transfer/Deed of Land to the Purchaser, the Vendor municipality shall convey to the County of Huron an area located in PT 1, 22R-1695 designated as PART 2, 22R-7053, for road widening purposes.
4. THIS AGREEMENT shall constitute an irrevocable offer to sell by the Vendor or to purchase by the Purchaser, as the case may be, until 11:59 p.m. on the 20th day of January, 2022, after which time if not accepted and communicated to the Vendor or the Purchaser, as the case may be, this offer shall become null and void and all deposit monies shall be returned without interest or deduction.
5. THIS AGREEMENT shall be completed on the 22nd day of January, 2022, Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided as follows: _____

6. PURCHASER shall be allowed until 4:59 p.m. on the 20th day of January, 2022 (the "requisition date") to, at his own expense, examine the title to the property to satisfy himself that there are no outstanding work orders affecting the property, that its present use *vacant residential*, may be lawfully continued, and that the principal building may be insured against risk of fire.
 7. PROVIDED THAT the title to the property is good and free from all restrictions, charges, liens, claims and encumbrances, except as otherwise specifically provided in this Agreement, save and except for:
 - (a) any registered restrictions or covenants that run with the land, provided that such are complied with;
 - (b) any registered agreements with a municipality or supplier of utility service including, without limitation, electricity, water, sewage, gas, telephone or cable television or other telecommunication service, providing such have been complied with or security has been posted to ensure compliance and completion as evidenced by letter from the relevant municipality or utility supplier;
 - (c) any registered re-entry rights to a builder or developer and 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, and,
 - (d) any minor easements for the supply of utility service to the property or to adjacent properties.
 - (e) *Specify any particular title restrictions, encroachments or other interests affecting the title to the property:*
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If within the time for examining title any valid objection to title, or any outstanding work order or deficiency notice, or to the fact that 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 or Vendor's solicitor, 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 money theretofore paid shall be returned without interest or deduction and Vendor and any deposit holder shall not be liable for any costs or damages. Save as to any valid objection so made within such time, 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. Vendor hereby consents to any government, licensing or regulatory authority releasing to Purchaser details of all outstanding orders or deficiency notices affecting the Property, and Vendor agrees to execute and deliver to Purchaser or his solicitor, prior to the requisition date, such further authorization in this regard as Purchaser may prepare and reasonably require.

8. VENDOR AND PURCHASER agree that there is no condition, express or implied, 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 stipulated elsewhere in this Agreement.
9. 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 within his

control to Purchaser as soon as possible and prior to the requisition date. In the event that a discharge of an mortgage or charge held by a corporation incorporated pursuant to the *Loan Companies Act (Canada)*, Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not be assumed by the Purchaser on completion is not available in registerable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds (unless the said mortgage or charge was paid in full prior to the completion date), a discharge or cessation of charge in registerable form and to register same on title within a reasonable time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed b the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

10. PROVIDED THAT this Agreement may be effective to create an interest in the property only if the subdivision control provisions of *The Planning Act* are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.
11. RENT, mortgage interest, taxes, local improvements, common expenses, water and assessment rates and the cost of fuel shall be apportioned and allowed to the date of completion (the day itself to be apportioned to the Purchaser).
12. THE TRANSFER/DEED OF LAND shall, save for the Land Transfer Tax affidavit, be prepared in registerable form at the expense of Vendor, and any mortgage or charge to be given back by the Purchaser to the Vendor at the expense of the Purchaser. If requested by the Purchaser, Vendor covenants that the Transfer/Deed of Land to be delivered on completion shall contain the statements contemplated by Clauses 50(21a)(b) and (c) of the *Planning Act*.
13. 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 solicitors who may be specifically authorized in that regard.
14. ANY TENDER of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion of this Agreement. 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.
15. ANY NOTICE required or permitted to be given in this Agreement shall be in writing and may be sufficiently given by personal service, or by sending same by telex, telegram or facsimile transmission, to the solicitor for each party at the addresses or facsimile numbers set out herein. All notices shall be deemed to have been validly and effectively given at the time and date of service where personally served or at the time and date of delivery where left at the party's address or at the time and date of sending when sent by telex, telegram or facsimile transmission.

DATED this day of January, 2022.