



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF RED LAKE

hereinafter called the "Municipality"

OF THE FIRST PART,

- and -

hereinafter called the "Purchaser"

OF THE SECOND PART,

WITNESSETH that the Municipality agrees to sell and the Purchaser agrees to purchase all the interest of the Municipality in All and Singular, that certain parcel or tract of land situate, lying and being in the Municipality of Red Lake, in the District of Kenora, and more particularly described as follows, that is to say:

BEING _____
OF PIN _____

Municipally known as _____

hereinafter referred to as "the Lands"

on the following terms and conditions:

PRICE

1. The Purchase Price of the Lands is the sum of _____ **DOLLARS (\$ _____)** of lawful money of Canada.

PAYMENT TERMS

2. The Municipality acknowledges receipt of a deposit of _____ **DOLLARS (\$ _____)** from the Purchaser to the Municipality and the balance shall be payable by certified cheque or bank draft on closing, subject to adjustments.

ADJUSTMENTS

- 3. Any rents, mortgage interest, realty taxes including local improvement rates, 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 the Purchaser.

CHATELS

- 4. The following chattels, the property of the Municipality, shall be included in this sale for the price above mentioned.

FIXTURES

- 5. All fixtures shall remain with the property except the following:

RENTAL ITEMS

- 6. The following equipment is rented and not included in the purchase price. The Purchasers agrees to assume the rental contract, if assumable:

TITLE

- 7. The Purchaser is to be allowed until the _____ to investigate the title to the Lands at the Purchaser's own expense and if within that time any valid objection to the title is made in writing which the Municipality will be unwilling or unable to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement shall be null and void, notwithstanding any intermediate acts or negotiations in respect of such objections, and the Deposit shall be repaid to the Purchaser without interest or deduction and the Municipality shall not be liable for any costs or damages resulting therefrom. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the Municipality's title to the Lands.
- 8. The Purchaser agrees to accept the Lands subject to all municipal requirements including, without limitation, Building and Zoning By-Laws, Site Plan Control designations and Site Plan Agreements, minor easements for hydro, gas, telephone or like services and to restrictions and covenants that run with the Lands.
- 9. The Purchaser hereby accepts the title of the Municipality to the said Lands subject to any reservations in the original Patent from the Crown. Should the Municipality own the surface rights only of the Lands, the Purchaser agrees to accept title to the surface rights only.

DOCUMENTS

10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as is in the possession of the Municipality. If requested by the Purchaser, the Municipality will deliver any sketch or survey of the property within the Municipality's control to the Purchaser as soon as possible and prior to the Requisition Date.

SPECIAL CONDITIONS

11. The Special Conditions set forth in **Schedule "A"** hereto form part of this Agreement.

COMPLETION

12. The within transaction shall be completed on or before 4:00 p.m. local time on the _____ on which date vacant possession of the Lands is to be given to the Purchaser unless otherwise provided for herein

INSURANCE

13. Any buildings on the property and any other things being purchased shall be and remain until completion at the risk of the Municipality. Pending completion, the Municipality 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, the Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or take the proceeds of any insurance up to but not exceeding the balance to close and complete the purchase. No insurance shall be transferred on completion.

CLOSING ARRANGEMENTS

14. Where each of the Municipality and Purchaser retain a lawyer to complete the Agreement of Purchase and Sale (Land 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 Municipality and the 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 Municipality and the 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 Municipality and the 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.

EXTENSIONS

15. Any time limit or Closing Date as set out in this Agreement may be extended on behalf of the Municipality by the written consent of the Municipality's Chief Administrative Officer, Clerk or Chief Building Official, without the necessity of specific Municipal Council authorization.

UTILITY CONNECTIONS

16. The Purchaser shall be solely responsible for all costs and expenses related to connecting to utility services.

PROTECTION OF MUNICIPAL PROPERTY

17. The Purchaser shall not do or omit to do anything on any part of the said Lands which will interfere with or cause damage to any service installed or to be installed on any part of the said Lands or on any Municipally-owned property adjacent thereto, which services include, without limiting the generality of the foregoing, roads, ditches, drains, sidewalks, grade stakes, gas lines, water lines, water boxes, telephone boxes and hydro electric works. Any such damage may be corrected by the Municipality at the expense of the Purchaser and the Municipality shall have an immediate right of entry for the purpose of undertaking such work. All costs incurred in effecting such repairs may be added to the tax roll for the Lands.

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18. The Municipality represents and warrants that during the period of its occupancy of the Lands no building on the Lands has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction.

COMPLIANCE

19. The Municipality shall not be responsible for ensuring that the Improvements on or uses of the Lands comply with any applicable by-laws (zoning or otherwise) or Provincial or Federal laws, regulations or any other requirement.

ZONING BY-LAW

20. In the event that the Purchaser requires an amendment to the Zoning By-Law and/or Official Plan in order to proceed with the required development, it shall make application to the Council of the Municipality for consideration pursuant to the Planning Act. Nothing herein binds the Municipality to enact any amendment to the Zoning By-Law and/or Official Plan and all costs relating to any such amendment shall be borne by the Purchaser.

SITE PLAN REQUIREMENT

21. The Purchaser acknowledges that in the case of commercial or industrial development or redevelopment of the Lands, a Site Plan Agreement may be required to be registered against the title to the Lands before a Building Permit can be issued and before commencement of development or redevelopment.

SURVEYS

22. The Purchaser is solely responsible for all survey costs, including but not limited to plans, locating survey stakes or bars on the said Lands.

NO MUNICIPAL WARRANTY

23. There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Lands or supported hereby other than as expressed herein in writing.
24. Without restricting the generality of the foregoing, the Municipality makes no representation or warranty as to the fitness of the Lands for the uses intended by the Purchaser and specifically makes no representation or warranty as to any environmental pollutant that may be in the soil.

SYSTEMS AND SERVICING

25. The Purchaser accepts the Lands with such services, if any, as presently exist. The Municipality has no obligation to provide further or other services.
26. The Purchaser acknowledges that the importation of suitable fill may be required to construct subsurface drainage systems to the satisfaction of the Northwestern Health Unit. The purchase of such fill and the cost of subsurface sewage disposable system is at the Purchaser's own cost.
27. The Purchaser acknowledges that no assessment has been made for quality and quantity of groundwater.

SOIL TESTS

28. The Purchaser shall have the right to take soil tests on the condition that the Purchaser restore the Lands to their original condition and within the time herein set out for examining the title to the Lands. In the event that the soil tests disclose a material presence of pollutants, the Purchaser may during such period, so notify the Municipality, which shall then have the option of removing the pollutants prior to closing or cancelling this Agreement and returning the deposit monies without further obligation or liability. Failing the Purchaser conducting such tests within such time or failing the Purchaser notifying the Municipality of any pollutants found in the soil within the aforesaid time limit, this Agreement shall be fully enforceable against the Purchaser notwithstanding such failure to examine the soil or failure to notify the Municipality of any found pollutants and the Purchasers shall be deemed conclusively to have accepted the Lands on an "As Is Where Is" basis.

LEGAL FEES

29. The Purchaser may be responsible for all legal fees incurred by the Municipality in connection with the preparation of this Agreement, the completion of the transaction hereunder, and the completion of any re-purchase of the Lands by the Municipality as referred to herein.

DOCUMENT PREPARATION

30. The Transfer/Deed or Municipality's electronic form is to be prepared by the Municipality's Solicitor in a form acceptable to the Purchaser's Solicitor acting reasonably and if a Charge/Mortgage or equivalent electronic form is to be given back, same is to be prepared at the expense of the Purchaser on a form acceptable to the Municipality's Solicitor, acting reasonably.

TENDER

31. Any tender of documents or money hereunder may be made upon the Municipality 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.

NO ASSIGNMENT

32. Notwithstanding anything herein elsewhere contained and notwithstanding that the Purchaser may have paid the whole purchase price, the Purchaser shall not be at liberty to assign any rights under this Agreement except with the written consent of the Municipality which consent may be withheld on its absolute discretion.

HST

33. The Purchase Price does not include Harmonized Sales Tax ("HST"). If the transaction is subject to HST and the Purchaser is not a HST Registrant, the Purchaser agrees to pay the applicable HST to the Municipality in addition to the purchase price herein.

If the Purchaser is a HST Registrant and the Municipality is not required to collect or remit the applicable HST, the Purchaser irrevocably undertakes to file the "Harmonized Sales Tax Return for Acquisition of Real Property (HST/GST Form 60 or its equivalent) with Canada Customs and Revenue Agency. The Purchaser certifies that his HST Registration Number is _____.

NON-MERGER

34. The covenants of the Purchaser shall not merge on the closing of the within transaction.

DEFAULT BY PURCHASER

35. The Purchaser hereby acknowledges that in addition to any other right or remedy of the Municipality, the Municipality may elect not to sell any other land to the Purchaser in the event that the Purchaser is in default of the Purchaser's obligations pursuant to this Agreement.

TIME

36. Time in all respects shall be of the essence hereof.

INTERPRETATION

37. The title to the paragraphs herein are for convenience of reference only and do not affect the interpretation of this Agreement. In referring to the Parties, this Agreement shall be construed with all necessary changes of number and gender.
38. This Agreement may be signed in counterparts.

REGISTRATION BY MUNICIPALITY

39. The Purchaser agrees that this Agreement or any aspect hereof or a Caution or other document relating hereto may be registered against the title to the Lands by the Municipality but not by the Purchaser.

SUCCESSORS AND ASSIGNS

40. The heirs, executors, administrators, successors and permitted assigns of the undersigned are bound by the terms herein.

IN WITNESS WHEREOF the Municipality has caused its Corporate Seal to be hereunto affixed and attested by its proper signing Officers duly authorized in that behalf this

THE CORPORATION OF MUNICIPALITY OF RED LAKE

Per:

Fred Mota
Mayor

Christine Goulet
Clerk

IN WITNESS WHEREOF the Purchaser has hereunto set his or her hand and seal this

SCHEDULE "A"

1. DEVELOPMENT OF THE LANDS

- (1) The Purchaser agrees to

which development is hereinafter referred to as "the Improvements".
- (2) The Improvements shall be completed in every respect in accordance with Plans and Specifications filed with the Chief Building Official of the Municipality, approved and initialed by him or her.
- (3) Nothing herein restricts the Chief Building Official, Fire Chief, or other municipal authority from ordering further or other improvements or safety or emergency works or other matters to be provided and done in accordance with the Ontario Building Code, the Ontario Fire Code and any other applicable law.
- (4) The Improvements shall comply with all By-Laws of the Municipality, all applicable building codes, site grading and drainage plans and any other municipal or governmental laws, regulations or requirements.
- (5) The Improvements shall be fully completed, free of deficiencies, within Three (3) years from the date of closing of the within transaction.
- (6) In default of completion of the Improvements as herein required, the Municipality in addition to any other remedy available to the Municipality shall have the option to not consider any further disposition of property to the Purchaser until such Improvements are fully completed.
- (7) The Purchaser shall request a final inspection of the Improvements by the Municipality prior to the expiry of the said Three (3) year period.
- (8) The Purchaser acknowledges that a grinder pump is required for the Lands, such pump to be provided at the sole cost of the Purchaser. Prior to installation, the make and model of the pump shall have been approved in writing by the Municipality.
- (9) Time shall be and remain strictly of the essence hereunder.
- (10) The Purchaser acknowledges that if the Purchaser chooses to sell the property and has not constructed a building/development as per Clause 1(1) of this Schedule, the Vendor shall have first option to purchase the property at the original selling price".

2. DEEMING BY-LAW

- (1) It is a condition hereof that on closing, the Lands will be held in unity of ownership with Lot(s) _____ Plan _____ and the Purchaser shall file with the Municipality a copy of the Parcel Register for Property Identifier confirming that fact.
- (2) The Purchaser shall after closing forthwith make application to the Municipality for a By-Law under Subsection 50(4) of the *Planning Act* to designate the Lands and the said Lot(s) _____ Plan _____ not to be part of a registered plan of subdivision for the purposes of subsection 50(3) of the *Planning Act*.
- (3) All application fees and other costs and expenses of every nature relating to such Application and any proceeding relating thereto shall be borne by the Purchaser who shall indemnify the Municipality therefrom.
- (4) The Parties agree that no building permit will be issued for any construction on the Lands or on the said Lot(s) _____ Plan _____ and no development whatsoever shall commence thereon unless and until the aforementioned deeming by-law has been registered and is in effect.
- (5) The Purchaser shall not convey, encumber or otherwise deal with the Lands or the said Lot(s) _____ Plan _____ until the said By-Law has been registered and is in effect.

SCHEDULE "B"
SPECIAL CONDITIONS - McMANUS SUBDIVISION LOTS

This Schedule forms part of the Agreement of Purchase & Sale and these conditions shall not merge and shall survive the closing of this transaction.

1. The Purchaser acknowledges receipt of correspondence, attached hereto as Schedule "A-1" dated October 14, 2009 from the NWHU regarding the subsurface sewage disposal system.
2. The Purchaser acknowledges that the Ministry of Environment does not recommend the consumption of any surface water without a minimum of filtration and disinfection.
3. The Purchaser acknowledges receipt of correspondence, attached hereto as Schedule "A-2" dated August 12, 2008, from the Ministry of Culture and agrees to the standard conditions.
4. The Purchaser acknowledges receipt of the information package, attached hereto as Schedule "A-3" from the Ministry of Natural Resources regarding development adjacent to water and fish habitat (shoreline reserves and work permits).
5.
 - i) The Purchaser shall be responsible for providing and operating individual onsite sewage and water services at the Purchaser's sole cost.
 - ii) All on-site sewage and water services shall be designed and constructed in accordance with applicable provincial regulations.
 - iii) The Municipality does not warrant that development of individual water services utilizing an on-site groundwater source will be successful in terms of quality and quantity.

INITIALS OF PURCHASER(S): _____ INITIALS OF VENDOR(S) _____