



THE CORPORATION OF THE TOWN OF ORANGEVILLE

BY-LAW NUMBER 10-2009

A BY-LAW TO RATIFY THE PURCHASE OF 27 FIRST AVENUE

WHEREAS the *Municipal Act, 2001*, S.O. 2001, c.25, S.9 provides a municipality with the powers of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Council of the Corporation of the Town of Orangeville considers it in the Town's best interest to acquire land for parking purposes;

AND WHEREAS on December 15, 2008, by resolution No. 19, Council directed that the Town enter into an agreement of purchase and sale with respect to 27 First Avenue;

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF ORANGEVILLE ENACTS AS FOLLOWS:

1. THAT the acquisition from J & M Masonry Inc. of Lot 2 and Part of Lot 1, Block 5, Plan 159, Town of Orangeville, County of Dufferin, known municipally as 27 First Avenue, for a purchase price of \$231,250 and in accordance with the attached Agreement of Purchase and Sale, is hereby ratified.

PASSED IN OPEN COUNCIL THIS 9TH DAY OF FEBRUARY, 2009

A stylized, abstract signature in black ink, consisting of several overlapping loops and lines.

Rob Adams, Mayor

A cursive signature in black ink, appearing to read 'Cheryl Johns'.

Cheryl Johns, Clerk

This Agreement of Purchase and Sale dated December 5, 2008

BUYER, Corporation of the Town of Orangeville, agrees to purchase from
(Full legal names of all Buyers)

SELLER, J & M Masonry Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 27 First Street AVE fronting on the North side of First Street
in the Town of Orangeville, County of Dufferin

and having a frontage of 76 Feet more or less by a depth of 155 Feet more or less and legally

described as Lot 2 and Part Lot 1, Block 5, Plan 159, Town of Orangeville, County of Dufferin

(the "property").
(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: Two Hundred Thirty-One Thousand Two Hundred Fifty

Dollars (CDN\$) 231,250.00

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to Hummer Realty Ltd. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 5:00 p.m. on
the 8th day of December, 2008 after which time, if not accepted, this
Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 16th day
of January, 2009. Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** Seller hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. **Only if the Co-operating Brokerage represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

Fax No. (For delivery of notices to Seller) (519) 940-4699 (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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Hummer Realty Ltd.

Form 100 2008 Page 1 of 4
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www.Reagency.ca

Schedule A Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Corporation of the Town of Orangeville, and
SELLER, J. & M. Masonry Inc.
for the purchase and sale of 27 First Street in the Town of Orangeville, County of Dufferin
Agreement of Purchase and Sale dated December 5, 2008

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer and Seller acknowledge that there is currently no survey available for the subject property and that the lot size is as per Municipal Property Assessment Corporation (MPAC) and may be subject to lot size irregularities.

This Offer is conditional until upon the Town of Orangeville council's approval and ratification of this Agreement of Purchase and Sale. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. If the Buyer fails to provide a notice of fulfilment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

The Seller agrees to provide, at the Seller's own expense, not later than 6:00 p.m. on the 5th day of January, 2009, a new survey (or surveys, if applicable) of said property/properties showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property.

The Buyer and Seller agree that should new and up to date survey/surveys not be available upon closing of this transaction, then the Purchase Price will be amended to \$230,000.00, Two Hundred and Thirty Thousand Dollars.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]



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Hummer Realty Ltd.

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www.Reagency.ca

Form 100A

2008

385676

BUYER: Corporation of the Town of Orangeville
SELLER: J & M Masonry Inc.
REAL PROPERTY: 27 First Ave., Orangeville, ON

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated December 5, 2008,
 regarding the above property, I/we hereby waive the condition(s) which read(s) as follows:

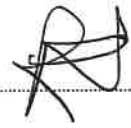

This Offer is conditional until upon the Town of Orangeville council's approval and ratification of this Agreement of Purchase and Sale. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. If the Buyer fails to provide a notice of fulfilment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Orangeville, Ontario at 11:00 a.m./p.m. this 16th day of December, 2008.
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)	Buyer		(Seal)	DATE <u>Dec 16/08</u>
(Witness)	Buyer		(Seal)	DATE <u>Dec 16/08</u>

Receipt acknowledged at _____ a.m./p.m. this _____ day of _____

Print Name: _____ Signature: _____

BUYER: Corporation of the Town of Orangeville

SELLER: J & M Masonry Inc.

REAL PROPERTY: 27 First Ave., Orangeville, ON

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated December 5, 2008
regarding the above property, I/we hereby waive the condition(s) which read(s) as follows:



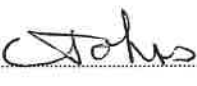

This Offer is conditional until upon the Town of Orangeville council's approval and ratification of this Agreement of Purchase and Sale. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. If the Buyer fails to provide a notice of fulfilment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Waiver, "Buyer" includes purchaser, tenant, and lessee, and "Seller" includes vendor, landlord, and lessor, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

WAIVED at Orangeville, Ontario at 11:00 a.m./p.m. this 16th day of December, 2008.
SIGNED, SEALED AND DELIVERED in the presence of: "IN WITNESS" whereof I have hereunto set my hand and seal:

(Witness)	Buyer		 DATE <u>Dec 16/08</u>
(Witness)	Buyer		 DATE <u>Dec 16/08</u>

Receipt acknowledged at _____ a.m./p.m. this _____ day of _____

Print Name: _____ Signature: _____



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Form 123

2008

385676

Confirmation of Co-operation and Representation

BUYER: Corporation of the Town of Orangeville

SER: J&M Masonry Inc.

For the transaction on the property known as: 27 First Street Town of Orangeville

For the purposes of this Confirmation of Co-operation and Representation, a "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and a "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant and a "sale" includes a lease.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

BUYER BROKERAGE - PROPERTY NOT LISTED

The Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid:

- ☐ by the Seller in accordance with a Seller Customer Service Agreement.
or ☒ by the Buyer directly.

Additional comments and/or disclosures by Buyer Brokerage:

SIGNED BY BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (WHERE APPLICABLE)

(Name of Listing Brokerage)

(Phone)

(Fax)

(Authorized to bind the Listing Brokerage)

(Print Name of Broker/Salesperson Representative of the Brokerage)

Hummer Realty Ltd.

(Name of Co-operating/Buyer Brokerage)

R.R. 1, Orangeville L9W 2Y8

(519) 941-1000

(Phone)

(519) 940-4699

(Fax)

(Authorized to bind the Co-operating/Buyer Brokerage)

(Print Name of Broker/Salesperson Representative of the Brokerage)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction.)

The Seller / Buyer consent with their initials to their Brokerage representing more than one client for this transaction.

SELLER'S INITIALS

BUYER'S INITIALS

I have received, read, and understand the above information.

ACKNOWLEDGEMENT

(Signature of Seller)

Date: 12.8.08

(Signature of Buyer)

Date: Dec 8, 2008

(Signature of Seller)

Date: Dec 8, 2008

Hummer Realty Ltd.

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R

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www.Reagency.ca

2008
385676

I have the authority
to bind the corporation

This Agreement of Purchase and Sale dated December 5, 2008

BUYER, Corporation of the Town of Orangeville, agrees to purchase from
(Full legal names of all Buyers)

SELLER, J & M Masonry Inc., the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 27 First Street AVE fronting on the North side of First Street
in the Town of Orangeville, County of Dufferin

and having a frontage of 76 Feet more or less by a depth of 155 Feet more or less and legally
described as Lot 2 and Part Lot 1, Block 5, Plan 159, Town of Orangeville, County of Dufferin

(Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE: Two Hundred Thirty-One Thousand Two Hundred Fifty
Dollars (CDN\$) 231,250.00

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon acceptance/as otherwise described in this Agreement)
Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to Hummer Realty Ltd. "Deposit Holder"
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on
completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit
the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge
that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's
non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer SELLER until 5:00 p.m. on
(Seller/Buyer)
the 8th day of December, 2008, after which time, if not accepted, this
Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 16th day
of January, 2009. Upon completion, vacant possession of the property shall be given to the
Buyer unless otherwise provided for in this Agreement.

3. **NOTICES:** Seller hereby appoints the Listing Brokerage as Agent for the purpose of giving and receiving notices pursuant
to this Agreement. **Only if the Co-operating Brokerage represents the interests of the Buyer in this
transaction**, the Buyer hereby appoints the Co-operating Brokerage as Agent for the purpose of giving and receiving
notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any
counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the
address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when
transmitted electronically to that facsimile number.

Fax No. (For delivery of notices to Seller) Fax No. (519) 940-4699 (For delivery of notices to Buyer)

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



4. **EXISTING CHATTELS INCLUDED:**

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:

7. **GST:** If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to G.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to G.S.T. (included in/in addition to)

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 9th day of January, 2009, (Requisition Date) to examine the title to the Property at Buyer'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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, that its present use (Vacant Land) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** 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; (c) 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer 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 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 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 Seller and Buyer 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.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller'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 Seller shall provide to Buyer 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 Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer 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 Buyer and Seller. **The Buyer 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 Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion 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 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** 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 Buyer.
19. **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 herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. 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.
21. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
22. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
23. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
24. **AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)



DATE Dec 8th, 2008

(Witness)

(Buyer)



DATE Dec 8, 2008

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller)



DATE 12.8.08

(Witness)

(Seller)



DATE

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)



DATE

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with

all changes both typed and written was finally accepted by all parties at 9 a.m./p.m. this

of Dec, 2008

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage Property Not Listed For Sale

Phone

Fax

Co-operating/Buyer Brokerage Hummer Realty Ltd.

Phone (519) 941-1000

Fax (519) 940-4699

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Seller)

DATE

(Seller)

DATE

Address for Service:

Phone

Seller's Lawyer:

Address

Phone

Fax

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Buyer)

DATE

(Buyer)

DATE Dec 9/08

Address for Service:

Phone

Buyer's Lawyer William Stutz

Address

Phone

Fax

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

Schedule A Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Corporation of the Town of Orangeville, and
SELLER, J. & M. Masonry Inc.
for the purchase and sale of 27 First Street in the Town of Orangeville, County of Dufferin
Agreement of Purchase and Sale dated December 5, 2008

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The Buyer and Seller acknowledge that there is currently no survey available for the subject property and that the lot size is as per Municipal Property Assessment Corporation (MPAC) and may be subject to lot size irregularities.

This Offer is conditional until upon the Town of Orangeville council's approval and ratification of this Agreement of Purchase and Sale. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein.

This Offer is conditional upon the Buyer obtaining at the Buyer's own expense, soil tests verifying the land is satisfactory to the Buyer, in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller not later than 7:00 p.m. on the 16th day of December, 2008, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Seller agrees to co-operate in providing access to the land for the purpose of the soil tests. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller within the time period stated herein. If the Buyer fails to provide a notice of fulfilment of the condition or fails to waive the condition as provided above, the Buyer agrees to reasonably restore any alterations to the condition of the property caused by the soil tests.

The Seller agrees to provide, at the Seller's own expense, not later than 6:00 p.m. on the 5th day of January, 2009, a new survey (or surveys, if applicable) of said property/properties showing the current location of all structures, buildings, fences, improvements, easements, rights-of-way, and encroachments affecting said property.

The Buyer and Seller agree that should new and up to date survey/surveys not be available upon closing of this transaction, then the Purchase Price will be amended to \$230,000.00, Two Hundred and Thirty Thousand Dollars.

This page must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[Handwritten initials]

INITIALS OF SELLER(S):

[Handwritten initials]

BETWEEN:

B **ERAGE:** Hummer Realty Ltd. Phone (519) 941-1000
R.R. 1, Orangeville L9W 2Y8 Fax (519) 940-4699
hereinafter referred to as the Brokerage.

AND

BUYER(S): Corporation of the Town of Orangeville, hereinafter referred to as the Buyer,

ADDRESS: 87 Broadway Orangeville

the Buyer hereby gives the Brokerage the **exclusive and irrevocable authority** to act as the Buyer's agent,
commencing at 12:01 a.m. on the 5th day of December, 2008,
until 11:59 p.m. on the 18th day of January, 2009 ("Expiry Date"),

Buyer acknowledges that the time period for this Agreement is negotiable between the Buyer and the Brokerage, however, in accordance with the Real Estate and Business Brokers Act of Ontario (2002);

If the time period for this Agreement exceeds six months, the Brokerage must obtain the Buyer's initials.

(Buyer's Initials)

for the purpose of locating a real property meeting the following general description:

Property Type (Use): Vacant Land

Geographic Location: 27 First Street Orangeville

T. Buyer hereby warrants that the Buyer is not a party to a buyer representation agreement with any other registered real estate brokerage for the purchase or lease of a real property of the general description indicated above.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Buyer Representation Agreement ("Authority" or "Agreement"), "Buyer" includes purchaser and tenant, a "seller" includes a vendor, a landlord or a prospective seller, vendor or landlord and a "real estate board" includes a real estate association. A purchase shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised, and a lease includes any rental agreement, sub-lease or renewal of a lease. This Agreement shall be read with all changes of gender or number required by the context. For purposes of this Agreement, anyone shown or introduced to the property shall be deemed to include any spouse, heirs, executors, administrators, successors, assigns, related corporations and affiliated corporations. Related corporations or affiliated corporations shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated corporation are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or shown the property.

2. COMMISSION: In consideration of the Brokerage undertaking to assist the Buyer, the Buyer agrees to pay commission to the Brokerage as follows:
If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease a real property of the general description indicated above, the Buyer agrees the Brokerage is entitled to receive and retain any commission offered by a listing brokerage or by the seller. The Buyer understands that the amount of commission offered by a listing brokerage or by the seller may be greater or less than the commission stated below. The Buyer understands that the Brokerage will inform the Buyer of the amount of commission to be paid to the Brokerage by the listing brokerage or the seller at the earliest practical opportunity. The Buyer acknowledges that the payment of any commission by the listing brokerage or the seller will not make the Brokerage either the agent or sub-agent of the listing brokerage or the seller.

If, during the currency of this Agreement, the Buyer enters into an agreement to purchase or lease any property of the general description indicated above, the Buyer agrees that the Brokerage is entitled to be paid a commission of 2.50% of the sale price of the property or

The Buyer agrees to pay directly to the Brokerage any deficiency between this amount and the amount, if any, to be paid to the Brokerage by a listing brokerage or by the seller. The Buyer understands that if the Brokerage is not to be paid any commission by a listing brokerage or by the seller, the Buyer will pay the Brokerage the full amount of commission indicated above.

The Buyer agrees to pay the Brokerage such commission if the Buyer enters into an agreement within 30 days after the expiration of this Agreement (**Holdover Period**) to purchase or lease any real property shown or introduced to the Buyer from any source whatsoever during

INITIALS OF BROKERAGE:

K.B.

INITIALS OF BUYER(S):

K.B.

the term of this Agreement, provided, however, that if the Buyer enters into a new buyer representation agreement with another registered real estate brokerage after the expiration of this Agreement, the Buyer's liability to pay commission to the Brokerage shall be reduced by the amount paid to the other brokerage under the new agreement.

The Buyer agrees to pay such commission as described above even if a transaction contemplated by an agreement to purchase or lease agreed to or accepted by the Buyer or anyone on the Buyer's behalf is not completed, if such non-completion is owing or attributable to the Buyer's default or neglect. Said commission, plus any applicable taxes, shall be payable on the date set for completion of the purchase of the property or, in the case of a lease or tenancy, the earlier of the date of occupancy by the tenant or the date set for commencement of the lease or tenancy.

All amounts set out as commission are to be paid plus applicable federal Goods and Services Tax (GST) on such commission.

- 3 REPRESENTATION:** The Buyer acknowledges that the Brokerage has provided the Buyer with written information explaining agency relationships, including information on Seller Representation, Sub-Agency, Buyer Representation, Multiple Representation and Customer Service. The Brokerage shall assist the Buyer in locating a real property of the general description indicated above and shall represent the Buyer in an endeavour to procure the acceptance of an agreement to purchase or lease such a property.

The Buyer acknowledges that the Buyer may not be shown or offered all properties that may be of interest to the Buyer.

The Buyer hereby agrees that the terms of any buyer's offer or agreement to purchase or lease the property will not be disclosed to any other buyer. The Buyer further acknowledges that the Brokerage may be entering into buyer representation agreements with other buyers who may be interested in the same or similar properties that the Buyer may be interested in buying or leasing and the Buyer hereby consents to the Brokerage entering into buyer representation agreements with other buyers who may be interested in the same or similar properties without any claim by the Buyer of conflict of interest.

The Buyer hereby appoints the Brokerage as agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase or lease a property negotiated by the Brokerage.

MULTIPLE REPRESENTATION: The Buyer hereby acknowledges that the Brokerage may be entering into listing agreements with sellers of properties the Buyer may be interested in buying or leasing. In the event that the Brokerage has entered into or enters into a listing agreement with the seller of a property the Buyer may be interested in buying or leasing, the Brokerage will obtain the Buyer's written consent to represent both the Buyer and the seller for the transaction at the earliest practicable opportunity and in all cases prior to any offer to purchase or lease being submitted or presented.

The Buyer understands and acknowledges that the Brokerage must be impartial when representing both the Buyer and the seller and equally protect the interests of the Buyer and the seller in the transaction. The Buyer understands and acknowledges that when representing both the Buyer and the seller, the Brokerage shall have a duty of full disclosure to both the Buyer and the seller, including a requirement to disclose all factual information about the property known to the Brokerage.

However, The Buyer further understands and acknowledges that the Brokerage shall not disclose:

- that the seller may or will accept less than the listed price, unless otherwise instructed in writing by the seller;
- that the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- the motivation of or personal information about the Buyer or seller, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the Buyer should offer or the price the seller should accept; and
- the Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Brokerage concerning potential uses for the property will be disclosed to both Buyer and seller to assist them to come to their own conclusions.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Buyer understands and agrees that the Brokerage also provides representation and customer service to other buyers and sellers. If the Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Brokerage's relationship to each seller and buyer.

- 4. REFERRAL OF PROPERTIES:** The Buyer agrees that during the currency of this Buyer Representation Agreement the Buyer will act in good faith and work exclusively with the Brokerage for the purchase or lease of a real property of the general description indicated above. The Buyer agrees that, during the currency of this Agreement, the Buyer shall advise the Brokerage immediately of any property of interest to the Buyer that came to the Buyer's attention from any source whatsoever, and all offers to purchase or lease submitted by the Buyer shall be submitted through the Brokerage to the seller. If the Buyer fails to advise the Brokerage of any property of interest to the Buyer that came to the Buyer's attention during the currency of this Agreement and the Buyer arranges a valid offer to purchase or lease the property during the currency of this Agreement or within the Holdover Period after expiration of this agreement, the Buyer agrees to pay the Brokerage the amount of commission set out above, payable within (5) days following the Brokerage's written demand therefor.

- 5. INDEMNIFICATION:** The Brokerage and representatives of the Brokerage are trained in dealing in real estate but are not qualified in determining the physical condition of the land or any improvements thereon. The Buyer agrees that the Brokerage will not be liable for any defects, whether latent or patent, to the land or improvements thereon. All information supplied by the seller or landlord or the listing brokerage may not have been verified and is not warranted by the Brokerage as being accurate and will be relied on by the Buyer at the Buyer's own risk. The Buyer acknowledges having been advised to make their own enquiries to confirm the condition of the property.

- 6. FINDERS FEE:** The Buyer acknowledges that the Brokerage may be receiving a finder's fee from a lender in the event that a new mortgage or an increase in financing is required for a transaction contemplated by this Agreement, and the Buyer consents to any such fee being retained by the Brokerage in addition to the commission as described above.

- 7. CONSUMER REPORTS:** The Buyer is hereby notified that a Consumer Report containing credit and/or personal information may be referred to in connection with this Agreement and any subsequent transaction.

- 8. USE AND DISTRIBUTION OF INFORMATION:** The Buyer consents to the collection, use and disclosure of personal information by the Brokerage for such purposes that relate to the real estate services provided by the Brokerage to the Buyer including, but not limited to: locating, assessing and qualifying properties for the Buyer; advertising on behalf of the Buyer; providing information as needed to third parties retained by the Buyer to assist in a transaction (e.g. financial institutions, building inspectors, etc...); and such other use of the Buyer's information as is consistent with the services provided by the Brokerage in connection with the purchase or prospective purchase of the property.

The Buyer agrees that the sale and related information regarding any property purchased by the Buyer through the Brokerage may be retained and disclosed by the Brokerage and/or real estate board(s) (if the property is an MLS® Listing) for reporting, appraisal and statistical purposes and for such other use of the information as the Brokerage and/or board deems appropriate in connection with the listing, marketing and selling of real estate, including conducting comparative market analyses.

INITIALS OF BROKERAGE:



INITIALS OF BUYER(S):




9. **CONFLICT OR DISCREPANCY:** If there is any conflict or discrepancy between any provision added to this Agreement and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement, including any provisions added to this Agreement, shall constitute the entire Agreement between the Buyer and the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein.

10. **ELECTRONIC COMMUNICATION:** This Buyer Representation Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Buyer by electronic means shall be deemed to confirm the Buyer has retained a true copy of the Agreement.



11. **SCHEDULE(S)** attached hereto form(s) part of this Agreement.



THE BROKERAGE AGREES TO REPRESENT THE BUYER IN LOCATING A REAL PROPERTY OF THE GENERAL DESCRIPTION INDICATED ABOVE IN AN ENDEAVOUR TO OBTAIN THE ACCEPTANCE OF AN AGREEMENT TO PURCHASE OR LEASE A PROPERTY ON TERMS SATISFACTORY TO THE BUYER.

 DATE Dec 8/08 Kevin Bailey
(Authorized to bind the Brokerage) (Name of Person Signing)

THIS AGREEMENT HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL AND HAVE RECEIVED A TRUE COPY OF THIS AGREEMENT. Any representations contained herein are true to the best of my knowledge, information and belief.

SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal:

 (Signature of Buyer)  DATE Dec 8th 2008 (519) 940-0440
(Seal) (Phone Number)

 (Signature of Buyer)  DATE Dec 8, 2008

DECLARATION OF INSURANCE

The broker/salesperson Kevin Bailey
(Name of Broker/Salesperson)
hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations.

 (Signature(s) of Broker/Salesperson)