

THIRD READING

No. 22-82

COUNCIL OF Township of Wollaston SESSION, June 18 19 82

Moved by Jean Patter Seconded by Robert Henderson
That a By-law to have the Reeve and Clerk sign the attached agreemnt
on behalf of this Municipality.

as reported by the Committee of the Whole be read a third time, passed and numbered
and that the said by-law be signed by the and clerk, sealed with the seal of the Corporation,
and be engrossed in the By-law Book.

Carried. [Signature]

SECOND READING

No. 22-82

COUNCIL OF Township of Wollaston SESSION, June 18 19 82

Moved by Robert Henderson Seconded by Alison Bailey
That a By-law to Have the Reeve and Clerk sign the attached agreement on
behalf of this Municipality.

be read a second time and be referred to a committee of the whole council.

Carried. [Signature]

FIRST READING

No. 22-82

COUNCIL OF SESSION, June 18 19 82

Moved by Alison Bailey Seconded by Jean Patter
That a By-law to have the Reeve & Clerk sign the
attached agreement on behalf of this Municipality.

be received and read a first time.

Carried. [Signature]

No. 426 - MUNICIPAL WORLD LIMITED, ST. THOMAS, ONT.

THE CORPORATION OF THE TOWNSHIP OF WOLLASTON

BY-LAW NO. 22-82

Being a by-law to have the Reeve and Clerk sign
the attached agreement on behalf of this
Municipality

Read a first, second and third time the 18th
day of June 1982. Passed, sealed and entered
in the By-Law book.

Betty Wilson

Betty Wilson, Clerk-Treas.

C.H. Gunter

C.H. Gunter, Reeve



BOWES & COCKS LIMITED, REALTOR

MEMBERS: ONTARIO REAL ESTATE ASSOCIATION
AGREEMENT OF PURCHASE AND SALE



PURCHASER, Henry Garrett
VENDOR, Township of Wollaston, offers to buy from
AGENT, **BOWES & COCKS LIMITED**, through Vendor's

PROPERTY: fronting on the North side of Main Street known municipally as Pt. Lot 28, Plan 290
in the Township of Wollaston County of Hastings
and having a frontage of 49 ft. more or less by a depth of 128 ft. more or less and described as

the former Township Hall

at the PURCHASE PRICE of

Three Thousand Canadian Dollars (\$Can. 3,000.00)

on the following terms:
1. Purchaser submits with this offer Fifty Dollars (\$ 50.00)

cash/cheque payable to Vendor's Agent as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.

2. Purchaser agrees to **pay a further sum of TWO THOUSAND AND NINE HUNDRED AND FIFTY DOLLARS (\$2,950.00) to the Vendor in cash or by certified cheque subject to adjustments on closing.**

The Purchaser agrees to allow the Vendor to remove at his own expense the two electric heaters, 200 amp. service, oil space heater and anything else he wishes from the building presently on the property before closing.

The Purchaser further agrees to demolish or remove the building now on the property at no cost to the Vendor, prior to November 30, 1982.

The Purchaser also agrees that the Vendor will not be responsible for any costs occurring with respect to the above property in any way or form after the closing date.

3. Purchaser and Vendor agree that all existing fixtures are included in the purchase price except those listed hereunder: N/A

and that the following chattels are included in the purchase price: N/A

4. Purchaser agrees that this Offer shall be irrevocable by him until 11:59 p.m. on the 18 day of June, 19 82, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction. *BW Vendor C/S*

5. This Agreement shall be completed on the 19 day of July, 19 82. Upon completion, vacant possession of the property shall be given to Purchaser unless otherwise provided as follows:

6. Purchaser shall be allowed the 21 days next following the date of acceptance of this Offer to: examine the title to the property at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, that its present use (N/A) may be lawfully continued, and that the principal building may be insured against risk of fire.

7. 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 hereunder.

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

9. Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for 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 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 and 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 monies theretofore paid shall be returned without interest or deduction and Vendor and Vendor's Agent 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, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
10. 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 control of Vendor. Vendor agrees that, if requested by the purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title.
11. All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor 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, Purchaser may either terminate this Agreement and have all monies theretofore paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase.
12. Provided that this Agreement shall 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.
13. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.
14. Fire insurance shall be assigned to the Purchaser on closing subject to the consent of the insurer having been obtained to such assignment, and the vendor shall supply to the purchaser at least five (5) days before the completion date details of any such policy to be so assigned.
15. Unearned fire insurance premiums of any policy to be assigned pursuant to paragraph 14 herein, rents, mortgage interest, taxes, local improvements, 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 Purchaser).
16. The deed or transfer shall, save for the Land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of Vendor and the Mortgage at the expense of Purchaser.
17. 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 are hereby expressly appointed in this regard.
18. Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day for completion of this Agreement. Money may be tendered by bank draft or cheque certified by a chartered bank, trust company or Province of Ontario Savings Office.
19. This Agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all changes of gender or number required by the context.

DATED at Coe Hill this 7 day of June 1982

SIGNED, SEALED AND DELIVERED
in the presence of:

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

L. McLaney

Henry Barrett
(Purchaser)

Date 7.6.82

.....
(Purchaser)

.....
(Purchaser)

The undersigned accepts the above Offer and agrees with the Agent above named in consideration for his services in procuring the said Offer, to pay him on the date above fixed for completion, a commission of 6.5% of an amount equal to the above mentioned sale price, which commission may be deducted from the deposit. I hereby irrevocably instruct my Solicitor to pay direct to the said Agent any unpaid balance of commission from the proceeds of the sale.

DATED at Coe Hill this 18 day of June 1982

SIGNED, SEALED AND DELIVERED
in the presence of:

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

.....
.....

The Corporation of the Township
of Wallaston, Rutledge, & Co. Clerk
(Vendor)

Date June 18/82

C. Hunter
(Vendor)

Date June 18/82

The Undersigned Spouse of the Vendor hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Reform Act, 1978, S.O. 1978, c.2, as the same may be amended from time to time.

In consideration of the sum of One Dollar (\$1.00), the receipt of which from the Purchaser is hereby acknowledged, the undersigned spouse of the Vendor hereby agrees with the Purchaser that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....
Witness Spouse Date 18/82

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale, and direct the agent to forward a copy to my solicitor.

..... Date.....
(Vendor)

..... Date.....
(Purchaser)

..... Date.....
(Vendor)

..... Date.....
(Purchaser)

Address:

Address:

Telephone No.

Telephone No.

Vendor's Solicitor

Purchaser's Solicitor