

Agreement of Purchase and Sale Commercial

Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of, 2022.....

BUYER,Estate of Howard Gibson....., agrees to purchase from
(Full legal names of all Buyers)

SELLER,The Corporation of Municipality of Middlesex Centre....., the following
(Full legal names of all Sellers)

REAL PROPERTY:

LEGALLY DESCRIBED AS:

Part of Lot 7, Concession 3, designated as Part 2 on Plan 33R-7333; Geographic Township of Lobo; being part of PIN 09664-0234(R) hereinafter referred to as the "property"

PURCHASE PRICE: Dollars (CDN\$)\$9,000.00.....
.....Nine Thousand..... Dollars

DEPOSIT: Buyer submits Upon Acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)
.....Fifteen Hundred Dollars (CDN\$) ..1,500.00.....

by negotiable cheque payable to....The Corporation of Municipality of Middlesex Centre.....
"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) Aattached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable bySeller..... until6..... ~~XX~~ /p.m. on
the day ofMay 18 ²⁴ /2022....., 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 the23rd /24th day of
.....June, 2022..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): LG

INITIALS OF SELLERS(S):

3. NOTICES:

Any notice relating to this Agreement or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance hereof or any notice to be given or received pursuant to this Agreement or any schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided for below, or where an email address is provided herein, when transmitted electronically to that email address, in which case, the signature(s) of the party (parties) shall be deemed to be original.

Notice and delivery of Documents to Seller:

To: The Middlesex County Barrister & Solicitor's Office
Per: Soniya Sood
Corporate Counsel

Notice and delivery of Documents to Buyer:

To: Scott Robson, Cohen Highley LLP
Per: Scott Robson
Title: Lawyer

Email Address:ssund@middlesex.ca (for delivery of Documents to Seller)

Email Address:srobson@cohenhighley.com (for delivery of Documents to Buyer)

4. CHATELLES INCLUDED:

N/A

5. FIXTURES EXCLUDED:

N/A

Unless otherwise stated in this Agreement or any Schedule hereof, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

6. RENTAL ITEMS (including Lease, Lease to Own):

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

N/A

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. HST:

If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):

LG

INITIALS OF SELLER(S):



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20th ^{LG}
~~13th~~

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the day of May....., 20 22

(Requisition Date) to examine the title to the property at his 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 himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (..... vacant agricultural 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 and deficiency notices 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 (Title Insurance) 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.

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.

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.

INITIALS OF BUYER(S):

LG
LG

INITIALS OF SELLER(S):

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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: (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; and (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the 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.

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. PROPERTY ASSESSMENT: The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

21. 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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

22. 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.

23. UFI: 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.

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the Brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.

25. 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.

26. AGREEMENT IN WRITING: If there is conflict or discrepancy between any provision added to this Agreement including any Schedule attached (herein) 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, 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.

27. TIME AND DATE: Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

LG

INITIALS OF SELLER(S):



28. SUCCESSORS AND ASSIGNS: We, the undersigned Buyer and Seller agree to the above offer and warrant that our heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Seller

_____ Date _____
Aian DeViet, Mayor

_____ Date _____
James Hutson, Clerk
The Corporation of Municipality of Middlesex Centre

We have the authority to bind the municipal corporation

Buyer

Laura Gibson Date April 29, 2022
Laura Gibson (Apr 30, 2022 11:21 EDT)
Estate of Howard Gibson

_____ 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) (Seal) 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 a.m./p.m. this day of, 20.....
Buyer Per: _____

INFORMATION ON BROKERAGE(S)	
Listing Brokerage	N/A Tel.No. (.....)
	(Salesperson / Broker Name)
Co-op/Buyer Brokerage	N/A Tel.No. (.....)
	(Salesperson / Broker Name)

ACKNOWLEDGEMENT

I, the Seller, acknowledge receipt of a signed copy of this accepted Agreement of Purchase and Sale and I authorize my corporate counsel to arrange for the closing of this transaction:

Middlesex County Barrister & Solicitor's Office
Per: Somya Sood
Tel: 519-434-7321 Ext: 2268
Email: ssood@middlesex.ca

Date:

_____ Aina De Viet, Mayor

_____ James Hutson, Clerk

Closing Agent: To be advised

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize my lawyer to proceed with the closing of this transaction:

Laura Gibson Date: April 29, 2022
Laura Gibson (Apr 30, 2022 11:21 EDT)
Estate of Howard Gibson

_____ Date:

Buyer's Lawyer: Scott Robson, Cohen Highley LLP

Per:
Tel: 519-914-3346
Email: srobson@cohenhighley.com

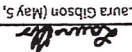
Schedule A Agreement of Purchase and Sale – Commercial


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

BUYER,Estate of Howard Gibson....., and
SELLER, The Corporation of the County of Middlesex Centre.....

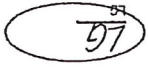
for the purchase and sale of property


1. Balance of Purchase Price
 The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on the Trust Account of the Closing Agent of the Seller's Corporate Counsel in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
2. Legal Costs
 Each party shall be responsible for their own legal costs.
3. "As Is" Sale
 The Buyer accepts and acknowledges that the property is being sold in "AS IS" condition and there are no representations or warranties of any kind by the Seller, including but not limited to the status of the property, future intended uses, zoning, building permits, environmental condition, soil condition, geotechnical condition, archaeological clearances, and the availability of federal or other permissions for particular uses. The Buyer does hereby fully release the Seller, its Mayor, Councilors, officers, employees, legal counsel and agents from any and all existing or future claims, suits, judgments, expenses, actions, causes of action, quietes, liabilities, losses, costs or any liability however caused which is related to the status of the property, future intended uses, zoning, building permits, existing and future environmental condition, soil condition, geotechnical condition, archaeological clearances, and the availability of federal or other permissions for particular uses.
4. Inspections Confirmation
 Section "13. INSPECTIONS" of the Agreement of Purchase and Sale is superseded and replaced with the following:
 The Buyer acknowledges having had the opportunity to inspect the property and satisfy itself concerning the status of the property, future intended uses, zoning, building permits, environmental condition, soil condition, archaeological clearances, and the availability of federal or other permissions for particular uses. The Buyer acknowledges that that acceptance by the Seller of the Buyer's offer creates a binding agreement of purchase and sale between the Buyer and Seller.
5. Electronic Endorsement in Counterparts
 This Agreement may be executed and initialed the parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

Signature: 
 Laura Gibson (May 5, 2022 10:19 EDT)
Email: laura.gibson@sympatico.ca

Signature: 
 Laura Gibson (May 9, 2022 12:58 EDT)
Email: laura.gibson@sympatico.ca

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

APS with new requisition date

Final Audit Report

2022-05-09

Created:	2022-05-09
By:	Nadya Gilroyed (ngilroyed@cohenhighley.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXy_Tu4xC7tSnbiHYDwKB8gug8Bjib3WP

"APS with new requisition date" History

-  Document created by Nadya Gilroyed (ngilroyed@cohenhighley.com)
2022-05-09 - 3:14:52 PM GMT
-  Document emailed to Laura Gibson (laura.gibson@sympatico.ca) for signature
2022-05-09 - 3:15:49 PM GMT
-  Email viewed by Laura Gibson (laura.gibson@sympatico.ca)
2022-05-09 - 4:56:39 PM GMT
-  Document e-signed by Laura Gibson (laura.gibson@sympatico.ca)
Signature Date: 2022-05-09 - 4:58:16 PM GMT - Time Source: server
-  Agreement completed.
2022-05-09 - 4:58:16 PM GMT

