

AGREEMENT OF PURCHASE AND SALE

BUYER, E. Dennison Contracting Ltd.

offers to buy from

SELLER, The Corporation of the Town of Minto

the following

REAL PROPERTY:

described as Part Lots 7 & 8 Concession 13; Minto (24 acres more or less)

PURCHASE PRICE: Two hundred & fifty thousand

DOLLARS (\$250,000.00 CAN)

DEPOSIT: Twenty-five thousand

DOLLARS (\$25,000.00 CAN)

Buyer submits upon acceptance negotiable cheque payable to the Vendor as a deposit to be held by them in trust without interest pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.

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

1. **CHATELS INCLUDED:** none

2. **FIXTURES EXCLUDED:** none

3. **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:

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 4:59 p.m. on the **6th** day of **October, 2017** 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.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the **24th** day of **October, 2017**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
 November

6. **NOTICES:** 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. 519-323-4115 (for delivery of notices to Buyer)

7. **GST:** in addition to If this transaction is subject to Goods and Services Tax (G.S.T.) then such tax shall be 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.

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the **20th** day of **October, 2017**, (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 (gravel pit) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the

Initials of Buyer(s) B.A.

Initials of Seller(s) [Signature]

municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affect 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 agrees 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 restrictions, charges, liens, claims 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, provided 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 easement 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 present use of the property. If within the specified times referred to in paragraph 6 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, 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 form of which is as 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 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

Initials of Buyers:

B.A.

Initials of Sellers:

B.B.

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 urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on 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 reporting 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.
25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Initials of Buyers: JS, AL

Initials of Sellers: ABW

DATED at Wellington North, Ontario this 29th day of September, 2017.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

E. DENNISON CONTRACTING LTD.

(Witness)

(Witness)

Per: Betty L. Demmon DATED: 1/29/17
I Have Authority to
Per: Bind the Corporation DATED: _____

DATED at Minto, Ontario this 4th day of October, 2017.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

THE CORPORATION OF THE TOWN OF MINTO

(Witness)

(Witness)

Per: [Signature] DATED: OCT. 4, 2017
MAYOR

Per: [Signature] DATED: OCT. 4, 2017
C.A.O. CLERK

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this
accepted Agreement of Purchaser and Sale.

(Seller) DATE: _____

I acknowledge receipt of my signed copy of this
accepted Agreement of Purchase and Sale.

(Buyer) DATE: _____

(Seller) DATE: _____

DATE: _____
(Buyer)

ADDRESS: _____

ADDRESS: _____

TELEPHONE NO.:(519)-_____

TELEPHONE NO.:(519)-_____

SELLERS'S LAWYER: Patrick Kraemer
Duncan Linton LLP
ADDRESS: 45 Erb St. E, Waterloo N2J 4B5

BUYER'S LAWYER: Ernest McMillan, Fallis Fallis & McMillan
ADDRESS: 150 Main Street South, Mount Forest, ON N0G 2L0
TELEPHONE NO.: 519-323-2800

Initials of Buyers: B. A. Initials of Sellers: B. A.

SCHEDULE "A"

AGREEMENT OF PURCHASE AND SALE

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

BUYER: E. Dennison Contracting Ltd.

AND

SELLER: The Corporation of the Town of Minto

For the purchase and sale of Part Lots 7 & 8 Concession 13; Minto (24 acres more or less)

The Purchasers agree to pay the balance of the purchase price subject to the usual adjustments, in cash or by certified cheque on closing.

It is acknowledged and agreed that the Purchaser is acquiring the within property "as is".

The Vendor undertakes and agrees to execute any and all documents reasonably required by the Purchaser to transfer the existing Class A Licence issued to the Vendor under the Aggregate Resources Act on or before closing.

This offer is conditional upon the Town completing its obligations under its disposition of property by-law and the purchaser confirming now and into the future that any post closure costs or liabilities for the pit as a result of the sale of lands or transfer of license shall be the purchaser's responsibility.

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

Initials of Buyers:

B.L

Initials of Sellers:

SW