

# OFFER TO PURCHASE

## AGREEMENT OF PURCHASE AND SALE

This Offer to Purchase/Agreement of Purchase and Sale dated this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

**PURCHASER:**

\_\_\_\_\_  
(Full legal names of all Purchasers)

agrees to purchase from

**VENDOR:**

Renfrew County District School Board

the following

**REAL PROPERTY:**

Address Madawaska Public School, 25272 Hwy. 60, Madawaska, Ontario K0J 2C0

having a frontage of \_\_\_\_ more or less by a depth of \_\_\_\_ more or less

legally described as PCL 15001 SEC NIP; Part Lot 13 Concession 1 Murchison; Part Lot 13 Concession 2 Murchison as in LT47425

and reserving unto the Hydro Electric Power Commission of Ontario, its successors and assigns, as appurtenant to the lands hereby conveyed the right, privilege and easement to raise and keep raised and/or maintained the waters of the Madawaska River to an elevation of 1030 ft above mean sea level according to the datum of the Geodetic Survey of Canada and to lower and keep lowered the said waters below the said level; with all the consequences thereof whether from flooding, seepage souring or draining of land or otherwise all without any claim for such damage or compensation at any time now or hereafter arising directly or indirectly from the exercise by the Hydro Electric Power Commission of Ontario, its successors and or assigns of the rights and privilege (sic) and easement hereby reserved to the said Hydro Electric Power Commission of Ontario as described in PIN 49226-0174 (LT) (the "**Property**")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy from the Vendor the Property in accordance with the terms and conditions as set out in this Offer to Purchase/Agreement of Purchase and Sale (hereinafter referred to as the "**Agreement**").

2. **PURCHASE PRICE:** Dollars (CDN \$) \_\_\_\_

\_\_\_\_ Dollars

**DEPOSIT:** Purchaser submits herewith, a deposit of One Thousand Dollars (\$1,000)

payable by way of certified cheque or bank draft to the Vendor's Solicitors, "Huckabone•O'Brien•Instance•Bradley•Lyle•LLP In Trust", to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion.

**Purchaser 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.

3. **IRREVOCABILITY:** This offer shall be irrevocable by ☐ Purchaser ☐ Vendor until \_\_\_\_ ☐ a.m. ☐ p.m. on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest or deduction.

4. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_. Upon completion, vacant possession of the property shall be given to the Purchaser unless other provided for in this Agreement.

5. **CHATELS INCLUDED:** \_\_\_\_

Unless otherwise stated in this Agreement, Vendor 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. **FIXTURES EXCLUDED:** \_\_\_\_\_

7. **HST:** If this transaction is subject to Harmonized Sales Tax ("HST"), then such tax shall be ☐ included in OR ☐ in addition to the Purchase Price. The Vendor shall on completion collect any HST exigible on the Purchase Price and shall forthwith remit such HST in accordance with application legislation, unless the Purchaser provides to the Vendor a warranty that the Purchaser: is an HST registrant; shall self-assess and remit all HST payable in connection with the transfer of the Property; and shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs, and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.
8. **TITLE SEARCH:** Purchaser shall be allowed until 4:30 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, (the "**Requisition Date**") to examine the title to the property at their 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 the Purchaser that there are no outstanding work orders or deficiency notices affecting the Property, that its present use (INSTITUTIONAL) may be lawfully continued and that the principal building may be insured against risk of fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.
9. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
10. **FUTURE USE:** Vendor and Purchaser agree that there is no 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 provided for in this Agreement.
11. **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 9 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 Vendor and which Vendor 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 Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), 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 paid shall be returned without interest or deduction and Vendor 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.
12. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor 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 Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "**Requisite Deliveries**") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the solicitor(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 solicitors. The Vendor and Purchaser irrevocably instruct the said solicitors to be bound by the document registration agreement which is recommended form time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the solicitors, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.
13. **DOCUMENTS AND DISCHARGE:** 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. If requested by Purchaser, Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date.
14. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make, and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages or loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

15. **INSPECTION:** Purchaser 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 Purchaser and Vendor.
16. **INSURANCE:** 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 paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on the completion of the transaction contemplated herein.
17. **PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only in Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at their expense to obtain any necessary consent by completion.
18. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor. If requested by Purchaser, Vendor 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.
19. **RESIDENTIAL TENANCY:** The Vendor represents and warrants that the Property has no residential tenants and vacant possession will be provided by the Vendor on closing.
20. **ADJUSTMENTS:** Any local improvement rates, if any, 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 Purchaser.
21. **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 Vendor and Purchaser or by their respective solicitors who may be specifically authorized in that regard.
22. **PROPERTY ASSESSMENT:** The Purchaser and Vendor hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Purchaser and Vendor agree that no claim will be made against the Purchaser or Vendor 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.
23. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective solicitors on the day set for completion. Money shall be tendered with funds drawn on a solicitor's trust account in the form of a bank draft, certified cheque, or wire transfer using the Large Value Transfer System.
24. **FAMILY LAW ACT:** The Vendor warrants that the spousal consent under the provisions of the Family Law Act, R.S.O. 1990 is not necessary for this transaction.
25. **UFFI:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the Property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor'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.
26. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
27. **AGREEMENT IN WRITING:** If there is a conflict or discrepancy between any provisions 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 Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
28. **NON-REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.
29. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and permitted assigns of each of the Purchaser and Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.

30. **COUNTERPARTS AND ELECTRONIC TRANSMISSION:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form, or other electronic form, and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_

Witness Signature _____	[Insert name below if Purchaser is a Corporation] _____ _____ (Signature) Name: _____ Title: _____
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Witness Signature _____	[Insert name below if Purchaser is a Individual] _____ _____ (Signature)
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The Renfrew County District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_

<b>RENFREW COUNTY DISTRICT SCHOOL BOARD</b>	
Witness Signature _____	Per: _____ (Signature) Name: _____ Title: _____  Per: _____ (Signature) Name: _____ Title: _____

<b>VENDOR'S SOLICITOR</b> Huckabone•O'Brien•Instance•Bradley•Lyle•LLP Attention: Mr. William Instance 284 Pembroke Street East PO Box 487 PEMBROKE, ON K8A 6X7 Phone: 613-735-2341    Fax: 613-735-0920
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<b>PURCHASER'S SOLICITOR</b> _____ _____ _____ _____ _____
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Purchaser's Initials
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Vendor's Initials
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# SCHEDULE A

## AGREEMENT OF PURCHASE AND SALE

Purchaser agrees to pay the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.

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

**PURCHASER** \_\_\_\_\_, and

**VENDOR** \_\_\_\_\_

for the purchase and sale of Madawaska Public School, 25272 Hwy. 60, Madawaska, Ontario K0J 2C0

dated the \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

Purchaser agrees to pay the balance as follows:

\_\_\_\_\_