

**TOWNSHIP OF SOUTH FRONTENAC  
BY-LAW 2020-47**

**BEING A BY-LAW TO STOP UP, CLOSE AND SELL A PORTION OF AN UNOPENED ROAD ALLOWANCE THAT IS PART OF DESERT LAKE AND HINCHINBROOKE ROADS, BEING PART OF LOT 5, CONCESSION 12, GEOGRAPHIC TOWNSHIP OF PORTLAND**

---

**WHEREAS**, the Municipal Council of the Township of South Frontenac may pass a by-law to stop up, close and sell any highway or part thereof pursuant to the Municipal Act, section 34(1):

**AND WHEREAS** Council is prepared to waive the requirements under the Township of South Frontenac's Notice By-law No. 2016-73, Council of the Corporation of the Township of South Frontenac exempted the advertising of the proposal to close the said road allowance;

**AND WHEREAS** it is deemed necessary to divest and acquire certain lands in order to allow for a widened platform and less aggressive corners that adhere to minimum standards in the 2020 Capital Budget plan to reconstruct Hinchinbrooke Road from Desert Lake Road southerly 5.5 kilometres:

**NOW THEREFORE THE CORPORATION OF THE TOWNSHIP OF SOUTH FRONTENAC BY ITS COUNCIL, HEREBY ENACTS AS FOLLOWS:**

1. **THAT** the municipality acquire a portion of land is described as Part of Concession 12 Part Lot 5 Portland (Roll # 102908005006500) as shown in Appendix D of this by-law (Additional Property to be Acquired), in accordance with the terms and conditions outlined in Appendix E of this report (Agreement to Purchase and Sale for Road Widening); and,
2. **THAT** the municipality acquire lands described as Part of Concession 12 Part Lot 5 Portland being Part of PIN 36148-0068 (LT) as shown in Appendix C, Schedule B of this by-law, in accordance with the terms and conditions outlined in Appendix C of this report (Property Exchange Agreement); and,
3. **THAT** the municipality divest of lands described as Part of Concession 12 Part Lot 5 Portland being Part of PIN 36148-0073 (LT) as shown in Appendix C, Schedule B1 of this by-law, in accordance with the terms and conditions outlined in Appendix C, Schedule C of this report (Property Exchange Agreement).

**THAT** the Mayor and Clerk are hereby authorized and directed to execute such documents as are required; and

**THAT** this By-law shall come into force and take effect upon registration of this By-law.

**Dated at the Township of South Frontenac this 15<sup>th</sup> day of September, 2020.**

**Read a first and second time this 15<sup>th</sup> day of September, 2020.**

**Read a third time and finally passed this 15<sup>th</sup> day of September, 2020.**

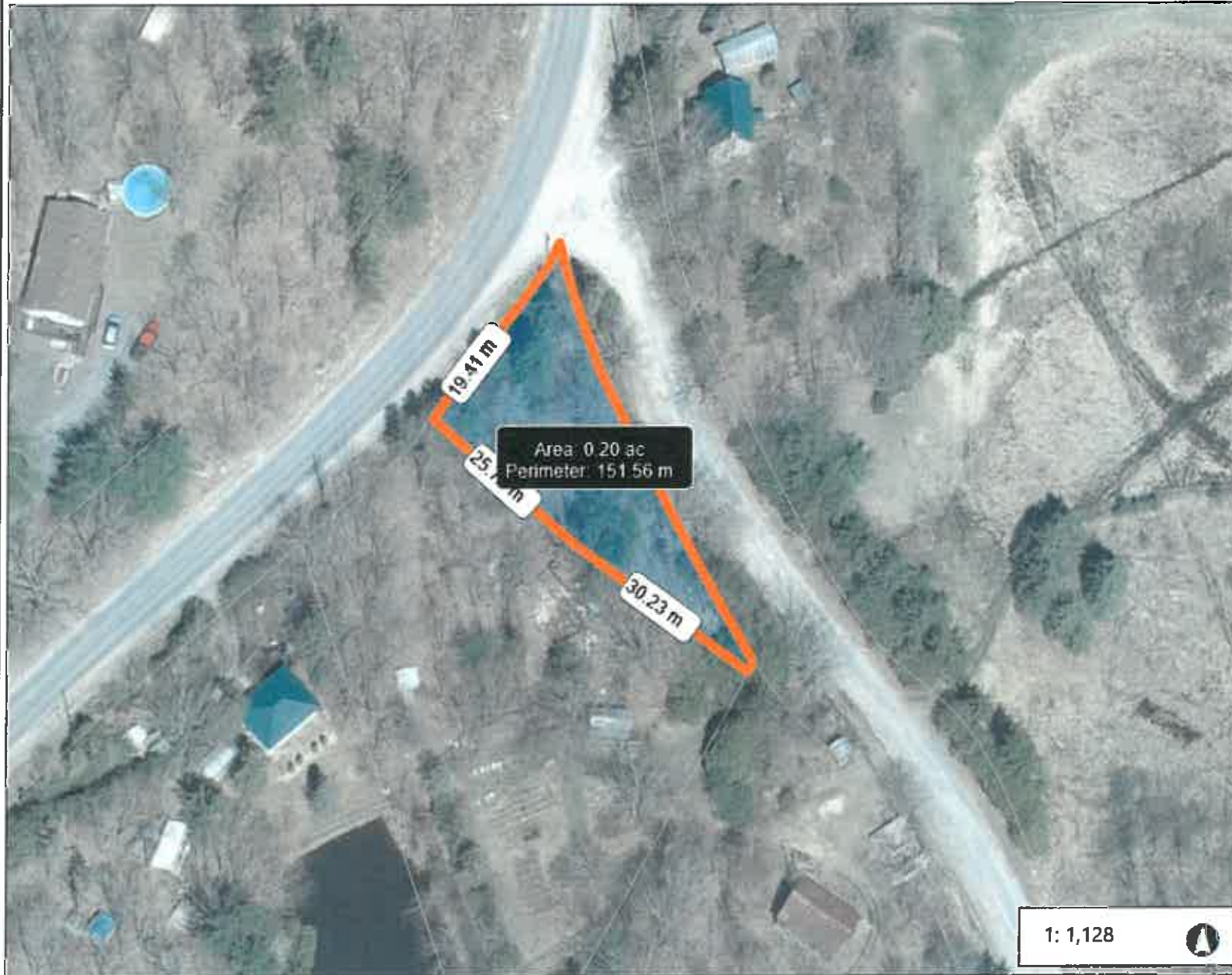
THE CORPORATION OF THE  
TOWNSHIP OF SOUTH FRONTENAC

  
\_\_\_\_\_  
Ron Vandewal, Mayor

  
\_\_\_\_\_  
Angela Maddocks, Clerk



# Acquisition at Hinchinbrooke at Desert Lake



### Legend

Assessment Parcels

APPENDICES/SCHEDULES TO  
BY-LAW 2020-47

1: 1,128

0.1 0 0.03 0.1 Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

This is the land to be acquired from the Albertsons

# 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 ....., 20 20

**BUYER,** The Corporation of the Township of South Frontenac ..... agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,** Sharon Albertson, Evan Albertson and Marlene Albertson ..... the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address Vacant Land .....

fronting on the south ..... side of Desert Lake Rd .....

in the Township of South Frontenac .....

and having a frontage of Irreg. ..... more or less by a depth of Irreg. ..... more or less

and legally described as Part Lot 5, Con 12, Portland, as shown on sketch attached hereto as Schedule "B" and

to be confirmed by Survey, being Part of PIN 38148-0088 (LT) ..... (the "property")  
(legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) 2,000.00

Two Thousand ..... Dollars

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

NIL ..... Dollars (CDN\$) 0.00

by negotiable cheque payable to N/A ..... "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, B, B1 & C** ..... attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer ..... until 4:00 ..... a.m./p.m. on  
[Seller/Buyer]  
the 4th ..... day of September ..... 2020 ..... 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 ..... day of .....  
See Schedule A ..... 20 20 ..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

**3. NOTICES:** ~~The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto 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 thereof 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 in the Acknowledgment below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, 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.

**5. FIXTURES EXCLUDED:** .....

N/A

**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):

INITIALS OF SELLERS(S):

*lmt*  
  
*S. P.*

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of..... 5 days before closing....., 20....., (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 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 B 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):



INITIALS OF SELLER(S):



- 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;  
(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 the spouse of the Seller has executed the consent hereinafter provided.
- ~~**23. UFF:** 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 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.
- 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):



INITIALS OF SELLER(S):





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28. **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/Authorized Signing Officer] (Seal) DATE
[Witness] [Buyer/Authorized Signing Officer] (Seal) DATE

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

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

[Witness] [Seller/Authorized Signing Officer] (Seal) DATE
[Witness] [Seller/Authorized Signing Officer] (Seal) 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 to 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.....

(Signature of Seller or Buyer)

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

ACKNOWLEDGEMENT

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

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

DATE
(Seller)
DATE
(Seller)
Address for Service
Tel.No. (.....)
Seller's Lawyer Cunningham Swan - David C. Munday
Address 300 - 27 Princess St, Kingston, ON K7L 1A3
Email dmunday@cswan.com
( 613 ) 546-8091 ( 613 ) 542-9814
Tel.No. FAX No.

DATE
(Buyer)
DATE
(Buyer)
Address for Service
Tel.No. (.....)
Buyer's Lawyer Cunningham Swan - David C. Munday
Address 300 - 27 Princess St, Kingston, ON K7L 1A3
Email dmunday@cswan.com
( 613 ) 546-8091 ( 613 ) 542-9814
Tel.No. FAX No.

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]

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Notwithstanding anything to the contrary herein, the Sellers expressly acknowledge, understand and confirm their awareness and agreement that Cunningham Swan (the "Firm") acts regularly for and has a continuing relationship with the Buyer (the "Township"). The Sellers further confirm their agreement that if a contentious issue between them and the Township arises, the Firm may continue to advise and act for the Township about the contentious matter and that the Sellers will be referred to another lawyer. The Sellers further acknowledge, understand and confirm their understanding that in the event a contentious issue arises and the Firm is no longer able to act for them, that any information received by the Firm from the Sellers cannot be held as confidential as between the Firm and the Township, further that this will not prevent the Firm from continuing to act for the Township. The Sellers confirm their awareness that the Firm acts regularly for and has a continuing relationship with the Township and that the Firm has recommended that they obtain independent legal advice prior to retaining the Firm to act on their behalf in this transaction. By signing this Agreement, the Sellers confirm their instructions that they still wish the Firm to act on their behalf in this transaction and any related matters arising herein.

This Offer is conditional until 4:00 p.m. on September 18, 2020 upon the Buyer obtaining approval from the Council of the Township of South Frontenac ("Council") of this Agreement and the terms hereof, which approval may be granted or withheld in the sole, and absolute, arbitrary and unfettered discretion of the Council. Unless the Buyer gives notice in writing delivered to the Seller or to the Seller's address as hereinafter indicated, within the time period stated herein, 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 sole benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

The Buyer shall pay the Sellers reasonable legal fees, disbursements and HST incurred in connection with this transaction, provided the Seller agrees to use the municipality's solicitor and consents to the municipality's solicitor acting for both parties as set out herein. For clarity, the legal costs covered shall be limited to those costs arising exclusively from the sale transaction/land swap, any costs incurred by the Sellers arising from but unrelated to this transaction, such as costs associated with obtaining a partial discharge of mortgage or the like, completion of any title documents dealing with interests of deceased individuals and/or estate conveyancing documents shall be borne exclusively by the Sellers in accordance with their respective interest in the Property.

Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Buyer's obligation to complete this Agreement shall be conditional upon the simultaneous completion of the Agreement of Purchase and sale attached hereto as Schedule "C", failing which this Agreement shall be null and void and the Parties shall have no further or continuing obligations to one another.

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 herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number, or if scanned and executed by e-mail, when transmitted electronically to that e-mail address.

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



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# Acquisition at Hinchinbrooke at Desert Lake



Legend  
 Assessment Parcels

1: 1,128



WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**

Notes  
 This is the land to be acquired from the Albertsons

Schedule "B"

Schedule "B1"

FRONTENAC | Hinchinbrooke and Desert Lake intersection



Legend  
 Assessment Parcels

Notes

0.1 0 0.05 0.1 Kilometers

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere  
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This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Schedule "C"



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 ... 2020

BUYER, Sharon Albertson, Evan Albertson and Marlene Albertson, agrees to purchase from

SELLER, The Corporation of the Township of South Frontenac, the following

REAL PROPERTY:

Address Vacant Land

fronting on the west side of Hinchinbrooke Road

in the Township of South Frontenac

and having a frontage of irreg. more or less by a depth of irreg. more or less

and legally described as Part Lot 5, Con 12, Portland, as shown on sketch attached hereto as Schedule "B1" and

to be confirmed by Survey, being Part of PIN 36148-0073 (LT) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 2,000.00 Two Thousand Dollars

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

NIL Dollars (CDN\$) 0.00

by negotiable cheque payable to N/A "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.

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

SCHEDULE(S) A : B, B1 & C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 4:00 a.m./p.m. on the 4th day of September, 2020, 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 See Schedule A, 2020. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

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**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto 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 thereof 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 Services provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
 (For delivery of Documents to Seller)

FAX No.: .....  
 (For delivery of Documents to Buyer)

Email Address: .....  
 (For delivery of Documents to Seller)

Email Address: .....  
 (For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....

N/A

Unless otherwise stated in this Agreement or any Schedule hereto, 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.

**5. FIXTURES EXCLUDED:** .....

N/A

**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):

○

INITIALS OF SELLER(S):

*MJ*  
*JA*  
*EA*

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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of..... 5 days before closing....., 20....., (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 land/closed road.....) 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): 

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;  
 (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 the spouse of the Seller has executed the consent hereinafter provided.
- ~~23. 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.~~
- ~~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 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.
- 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):



INITIALS OF SELLER(S):





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**28. 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/Authorized Signing Officer) ..... (Seal) DATE .....  
 (Witness) ..... (Buyer/Authorized Signing Officer) ..... (Seal) DATE .....

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales 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 brokerage(s) to my lawyer.

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

.....  
 (Witness) ..... (Seller/Authorized Signing Officer) ..... (Seal) DATE .....  
 (Witness) ..... (Seller/Authorized Signing Officer) ..... (Seal) 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 to 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.....

.....  
 (Signature of Seller or Buyer)

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

**ACKNOWLEDGEMENT**

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

..... DATE .....  
 (Seller)  
 ..... DATE .....  
 (Seller)  
 Address for Service .....  
 ..... Tel.No. (.....)  
 Seller's Lawyer **Cunningham Swan - David C. Munday**  
 Address **300 - 27 Princess St, Kingston, ON K7L 1A3**  
 Email **dmunday@cswan.com**  
 ( 613 ) 546-8091 ( 613 ) 542-9814  
 Tel.No. FAX No.

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

..... DATE .....  
 (Buyer)  
 ..... DATE .....  
 (Buyer)  
 Address for Service .....  
 ..... Tel.No. (.....)  
 Buyer's Lawyer **Cunningham Swan - David C. Munday**  
 Address **300 - 27 Princess St, Kingston, ON K7L 1A3**  
 Email **dmunday@cswan.com**  
 ( 613 ) 546-8091 ( 613 ) 542-8814  
 Tel.No. FAX No.

**FOR OFFICE USE ONLY**

**COMMISSION TRUST AGREEMENT**

To: Cooperating 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)

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Notwithstanding anything to the contrary herein, the Sellers expressly acknowledge, understand and confirm their awareness and agreement that Cunningham Swan (the "Firm") acts regularly for and has a continuing relationship with the Buyer (the "Township"). The Sellers further confirm their agreement that if a contentious issue between them and the Township arises, the Firm may continue to advise and act for the Township about the contentious matter and that the Sellers will be referred to another lawyer. The Sellers further acknowledge, understand and confirm their understanding that in the event a contentious issue arises and the Firm is no longer able to act for them, that any information received by the Firm from the Sellers cannot be held as confidential as between the Firm and the Township, further that this will not prevent the Firm from continuing to act for the Township. The Sellers confirm their awareness that the Firm acts regularly for and has a continuing relationship with the Township and that the Firm has recommended that they obtain independent legal advice prior to retaining the Firm to act on their behalf in this transaction. By signing this Agreement, the Sellers confirm their instructions that they still wish the Firm to act on their behalf in this transaction and any related matters arising herein.

This Offer is conditional until 4:00 p.m. on September 18, 2020 upon the Seller obtaining approval from the Council of the Township of South Frontenac ("Council") of this Agreement and the terms hereof, including the approval of a by-law closing and authorizing the disposition of that part of Hinchinbrooke Road to be sold to the Buyer herein which approval may be granted or withheld in the sole, and absolute, arbitrary and unfettered discretion of the Council. Unless the Seller gives notice in writing delivered to the Buyer or to the Buyer's address as hereinafter indicated, within the time period stated herein, that this condition is fulfilled, this Offer shall be null and void. This condition is included for the sole benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein.

The Seller shall pay the Buyers reasonable legal fees, disbursements, including land transfer tax and HST incurred in connection with this transaction, provided the Buyer agrees to use the municipality's solicitor and consents to the municipality's solicitor acting for both parties as set out herein. For clarity, the legal costs covered shall be limited to those costs arising exclusively from the sale transaction/land swap, any costs incurred by the Buyers arising from but unrelated to this transaction, such as costs associated with obtaining a partial discharge of mortgage or the like, completion of any title documents dealing with interests of deceased individuals and/or estate conveyancing documents shall be borne exclusively by the Buyers in accordance with their respective interest in the Property.

Notwithstanding anything herein to the contrary, the Parties expressly acknowledge and agree that the Seller's obligation to complete this Agreement shall be conditional upon the simultaneous completion of the Agreement of Purchase and sale attached hereto as Schedule "C", failing which this Agreement shall be null and void and the Parties shall have no further or continuing obligations to one another.

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 herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number, or if scanned and executed by e-mail, when transmitted electronically to that e-mail address.

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

INITIALS OF BUYER(S):



INITIALS OF SELLERS(S):



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**AGREEMENT OF PURCHASE AND SALE**

**ROAD WIDENING**

I/We Marlene, Sharon, and Evan Albertson hereby agree to sell, and the Corporation of South Frontenac Township agrees to purchase, for road widening purposes, a parcel of land being described as Part of Concession 12 Part Lot 5 (Roll # 102908005006500)

The Corporation of South Frontenac Township shall have possession of the said lands and the Owner(s) shall convey the lands to the Corporation of South Frontenac Township in fee simple, free from all encumbrances and damages.

\$ 8,900 for the land      ( \$10,000.00/Acre ) x (0.89 Acres) = \$ 8,900      (rounded up to \$ 50.00)

**Plus**

Fencing of the new Right of Way Limits where land has been acquired and the fence has been removed.

This agreement shall constitute the entire Agreement between the Corporation of South Frontenac Township and the Owner(s) and there is no other representation, warranty, collateral agreement or condition affecting this Agreement or the property other than as expressed herein in writing.

This Agreement shall ensure to and be binding upon respective heirs, executors, administrators, successors and assigns of the Owner(s) and the Corporation of South Frontenac Township.

Dated at South Frontenac this 4th day of September, 2020.

SIGNED, SEALED & DELIVERED

) Sharon D. Albertson  
) Owner  
) Evan W. Albertson  
) Owner  
) Marlene A. Albertson  
) Owner  
)  
) CORPORATION OF SOUTH FRONTENAC TOWNSHIP  
) Per:  
) David Holliday  
) Municipal Engineer

