
HALDIMAND COUNTY

Report CS-SS-28-2017 Results of Marketing and Sale of Surplus Vacant Lands

For Consideration by Council in Committee on October 3, 2017



OBJECTIVE:

To present Council with the results of the sealed bid process for the 2017 bulk sale of seven surplus County properties.

RECOMMENDATIONS:

1. THAT Report CS-SS-28-2017 Results of Marketing and Sale of Surplus Vacant Lands be received as information, with Attachment #1 to Report CS-SS-28-2017 remaining confidential;
2. AND THAT the Offer to Purchase property #1 (Maple to Tamarac, Dunnville), known as PIN # 38119-0163(LT) being Lot 1, E/S Maple Street, Plan 69; Part Lot 4 W/S Tamarac Street, Plan 69; Part Buffalo and Brantford Railroad as Shown on Plan 1696, Part 2 on Reference Plan 18R-5277 and Part of Part 3 HC212213, West of Tamarac Street, Plan 69, subject to an easement as in CH63261; PIN # 38119-0201(LT) being Part Buffalo and Brantford Railroad as shown on Plan 1696, Part 3 on 18R-5347; PIN # 38119-0275(LT) being Part of Maple Street, Plan 69 (Closed by Bylaws in HC66910 and CH46594), Parts 3 and 4 on Reference Plan 18R7034, subject to an easement as in CH63261, Haldimand County, from Bradley Edward Alan Hiseler, for a purchase price of \$85,000 plus applicable taxes, be accepted, with a request that as many trees as possible remain on the property;
3. AND THAT the Offer to Purchase property #3 (46 Courish Lane, Cayuga), known as PIN # 38224-0082(LT) Part N Half Lot 33-34, Concession 1, North Talbot Road, North Cayuga, as in HC130631, Haldimand County, from Joseph John Guidice, for a purchase price of \$15,000 plus applicable taxes, be accepted;
4. AND THAT the Offer to Purchase property #4 (638 Lakeshore Road), known as PIN # 38211-0063(LT) Part Lot 7, Concession 1, Rainham, as in HC218259, Haldimand County, from Gail R. Redbourne, for a purchase price of \$1,505 plus applicable taxes, be accepted;
5. AND THAT the Offer to Purchase property #5 (642 Lakeshore Road), known as PIN # 38211-0061(LT) Part of Lot 7, Concession 1, Rainham, as in HC218260, Haldimand County, from Gail R. Redbourne, for a purchase price of \$1,005 plus applicable taxes, be accepted;
6. AND THAT, with regard to property #7 (229 Morrison Drive, Caledonia), for the reasons outlined in Report CS-SS-28-2017: all offers to purchase property #7 be declined; the previously approved "surplus" designation be rescinded, with the property removed from the surplus land inventory; and the property be maintained as public parkland, in conjunction with the adjacent County owned lands located at 235 Morrison Drive;
7. AND THAT, with regards to property #2 (806 Highway #6) and property #6 (on Concession 11, Walpole), staff be authorized to negotiate a sale with the respective abutting property owners, based on the minimum bid parameters identified in Attachment #1 to Report CS-SS-28-2017;

8. AND THAT the Mayor and Clerk be authorized to execute all necessary documents to enact the intentions herein.

Prepared by: Sandra Marsh, Property Coordinator

Reviewed by: Dana Mclean-Daniels, Risk Management and Insurance Coordinator

Respectfully submitted: Karen General, CPA, CGA, General Manager of Corporate Services

Approved: Donald G. Boyle, Chief Administrative Officer

EXECUTIVE SUMMARY:

Disposal of surplus public lands generates revenue for the County through sale proceeds, ongoing property taxation and reduced maintenance/liability costs. In June 2017, Council approved a bulk marketing of seven surplus County properties for sale using a sealed bid process. Several bids were received by the deadline that were within the Council approved financial parameters. Accordingly, it is recommended that the County accept the offers to purchase for four of the seven properties. Two properties received no bids but staff will continue attempts to sell these lands. The seventh property, in particular has generated significant interest: numerous offers of purchase, given it is a buildable lot in the urban area of Caledonia; and many calls of concern from members of the public who consider this land as part of the adjacent neighbourhood park and should not be sold.

BACKGROUND:

Report CS-SS-14-2017, presented at the June 20, 2017 Council in Committee meeting, authorized a bulk sale listing of seven surplus County properties. Accompanying confidential memorandums presented at that time, CS-SS-M01-2017 and CS-SS-M05-2017, outlined recommended financial parameters for the sale of these properties, with the objective of maximizing the net proceeds from each transaction. Council has already approved that, upon acceptance of any purchase offers, public notice of each pending sale will be published and a by-law authorizing each sale will be presented.

The properties were listed for sale on the County's website for approximately eight weeks. In addition, a "for sale" sign was placed on each of the properties; an advertisement was included in the local newspapers; notice of the sale listings were placed on the County's website and social media links (Facebook and Twitter) and abutting property owners of the surplus properties received letters by mail. Sealed purchase offers were to be submitted by 3 PM on September 1, 2017. There were several telephone and email inquiries regarding the properties. In total, twelve offers were received by the submission deadline.

ANALYSIS:

Attachment #1 provides the results of the bid process for the seven surplus properties. Attachment #2 provides location maps and details for each of the seven properties.

As a reminder, individual market appraisals were not done on the above properties. Instead, staff developed an "Estimated Property Value" using the County's 2017 Vacant Land Values Chart. The results of the bid process are a more accurate representation of market value since they indicate what a buyer is willing to pay. Through the bid documentation, it was made clear that all potential purchasers are required to sign the County's Environmental Acknowledgement indicating that a property is sold on

an “as is/where is” basis. The onus was on the bidder to ensure that the intended future use of the property complied with all relevant zoning regulations.

In June 2017, Council approved financial parameters for staff to apply when reviewing any of the bids in order to maximize the net proceeds from each transaction. Some of those parameters included:

- the highest value offer be accepted;
- earliest possible closing date; and
- any properties that result in a successful sale negotiation are to be presented to Council for final acceptance and passage of the appropriate by-law.

Offers were received on five of the seven surplus properties, all of which were compliant with the Council approved financial parameters. Staff are recommending acceptance of four of the offers, representing the highest bid for each respective property, as follows:

- Property #3 (46 Courish Lane, Cayuga): \$15,000 offer from Joseph John Guidice, as outlined in Attachment #3;
- Property #4 (638 Lakeshore Road): \$1,505 offer from Gail R. Redbourne, as outlined in Attachment #5;
- Property #5 (642 Lakeshore Road): \$1,005 offer from Gail R. Redbourne, as outlined in Attachment #6; and
- Property #1 (Maple to Tamarac, Dunnville): \$85,000 offer from Bradley Edward Alan Hiseler, as outlined in Attachment #4). It should be noted that some neighbouring property owners want these lands retained for public purposes. If it is sold, there were requests to preserve as many trees as possible on the property. County staff have reviewed the property and, given its location/attributes, see no public need or justification to retain it. Sale of these lands will eliminate risk and ongoing maintenance costs and generate future taxation revenue. The offer of purchase for this property, at \$85,000, is within the previously approved financial parameters and recommended for acceptance. If the property is sold, the County has minimal control over the preservation of trees on the property but will make the request to the buyer. A Google aerial map of this property is included as Attachment #7 to provide a better visual view.

Seven offers of purchase were received on Property #7 (229 Morrison Drive, Caledonia), with the highest bid at \$145,000. This property, together with the abutting County-owned land at 235 Morrison Drive, are known to the community as Twin Heights Park. To the eye, there is no visible distinction between the two parcels of publicly owned land (totalling approximately half an acre) and County staff have historically maintained both as one contiguous parcel. A Google aerial map of this property is included as Attachment #8 to provide a better visual view. As a result of this property being listed for sale, staff received 2 letters and 8 verbal concerns about the County selling the lands from neighbouring property owners. Staff have since determined that, in the late 1970's, local residents raised money to build a play structure on the vacant lot at 235 Morrison Drive, next to the subject land (this play structure no longer exists.) In the mid 1990's, the Town of Haldimand was approached to replace the 1970's play structure but, because of another similar request, an accessible structure was developed nearby on Orkney Street and the new play structure project on Morrison Drive was abandoned because of its proximity to Orkney Street. In 2004, when a comprehensive review of County owned properties was undertaken, the property at 229 Morrison Drive was declared surplus by Council because of its proximity to other passive parks in the neighbourhood. It was viewed as a viable urban building lot that could be marketed for sale in the future. At the same time, the County owned property at 235 Morrison Drive was intentionally left by Council as passive, publically owned green space. Although the two lots are legally distinct, the community views the space as one large parcel of parkland. The cost to maintain these lots during the summer months is estimated to be \$1,000, for grass cutting only. No winter

maintenance is completed. Currently there are no park amenities/structures on these lands, however, the Facilities and Parks Operations Division has indicated that they are investigating the need for future improvements to the park, as well as tree maintenance. Staff from the Facilities and Parks Operations Division inadvertently overlooked the desire to retain these lands when the potential disposal of this property was circulated for comments earlier this year. If Council agrees, all offers for purchase of this property should be declined and the “surplus” designation rescinded. Staff will then ensure these lands are part of the active, publicly owned parks inventory.

There were two properties that did not result in any offers of purchase, as follows:

- Property #2: located at 806 Highway #6; and
- Property #6: located on Concession 11, Walpole.

There were numerous inquiries for each property, however, it appears that prospective buyers were swayed by the limited opportunity for use of these lands. These properties were also marketed in 2015 and, at that time, staff was not able to secure a sale, even with the abutting landowners. Staff recommend further attempts at negotiating with all of the respective abutting owners, including potential splitting of the parcel for sale to separate abutting owners if applicable. Attachment #1 outlines the recommended revised negotiation parameters in an effort to secure a sale.

FINANCIAL/LEGAL IMPLICATIONS:

Net revenue generated from the sale of surplus property shall be placed in the Land Sales Reserve, in accordance with the Disposal of Surplus Lands Policy 2002-06.

Once the properties are sold, it will generate property tax revenue and will no longer be the responsibility or liability of the County.

STAKEHOLDER IMPACTS:

All County Divisions previously supported the sale of Properties #1 through Property #7. Since the initial report to Council which resulted in the authorization to market these lands, staff from the Facilities and Parks Operations Division recommend retaining Property #7 for park purposes due to its historical use as contiguous greenspace.

REPORT IMPACTS:

Agreement: Yes

By-law: Yes

Budget Amendment: No

Policy: No

ATTACHMENTS:

1. Property Values (Remains Confidential)
2. Location details on each of the surplus properties included in the bulk sale
3. Guidice Agreement of Purchase and Sale for 46 Courish Lane, Cayuga
4. Hiseler Agreement of Purchase and Sale for Maple to Tamarac, Dunnville
5. Redbourne Agreement of Purchase and Sale for 638 Lakeshore Road
6. Redbourne Agreement of Purchase and Sale for 642 Lakeshore Road
7. Maple to Tamarac Street, Dunnville (Property #1) Google Aerial Map
8. 229 Morrison Drive, Caledonia (Property #7) Google Aerial Map

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

The aerial photos were taken in the Spring of 2015. The boundary may not line up exactly with the photo and it may not be a current representation as shown in the image. Photographs are for convenience only. The municipality cannot guarantee accuracy.

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Location:

Maple Street to Tamarac Street

Description:

Vacant Land, PIN # 38119-0201, 0163, pt 0202(LT)

Lot Size:

1.12 Acres

Current Zoning:

R3, Urban Residential Type 3

MPAC Assessment:

\$71.000

Roll Number:

28-10-024-005-32960-0000

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

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Location:

806-6 Highway 6 West, Caledonia

Description:

Vacant Land with Creek/Valley, PIN #38152-0084(LT)

Lot Size:

0.90 Acres

Current Zoning:

AG, Agricultural

Roll Number:

28-10-152-005-12750-0000

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

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Location:

46 Courish Lane, Cayuga, Conc 1, Part Lots 33 & 34

Description:

Vacant Land, PIN # 38224-0082(LT)

Lot Size:

0.12 Acres (40' Frontage)

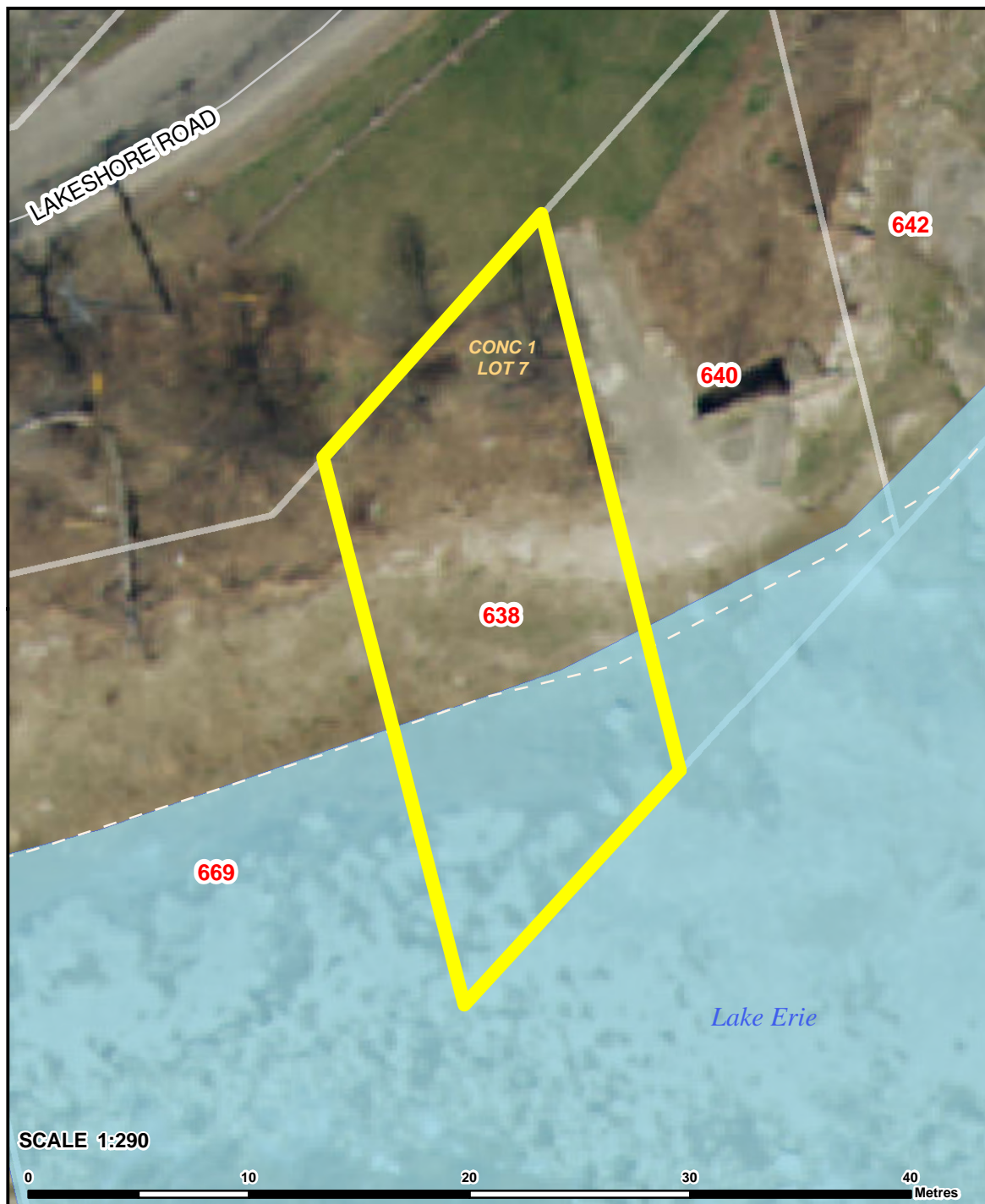
Current Zoning:

HL, Hazard Land

Roll Number:

28-10-155-003-03700-0000

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

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Location:

638 Lakeshore Road, Cayuga, Conc 1, Part Lot 7

Description:

Vacant Land, PIN # 38211-0063(LT)

Lot Size:

0.09 Acres (50' Frontage, 80' Depth)

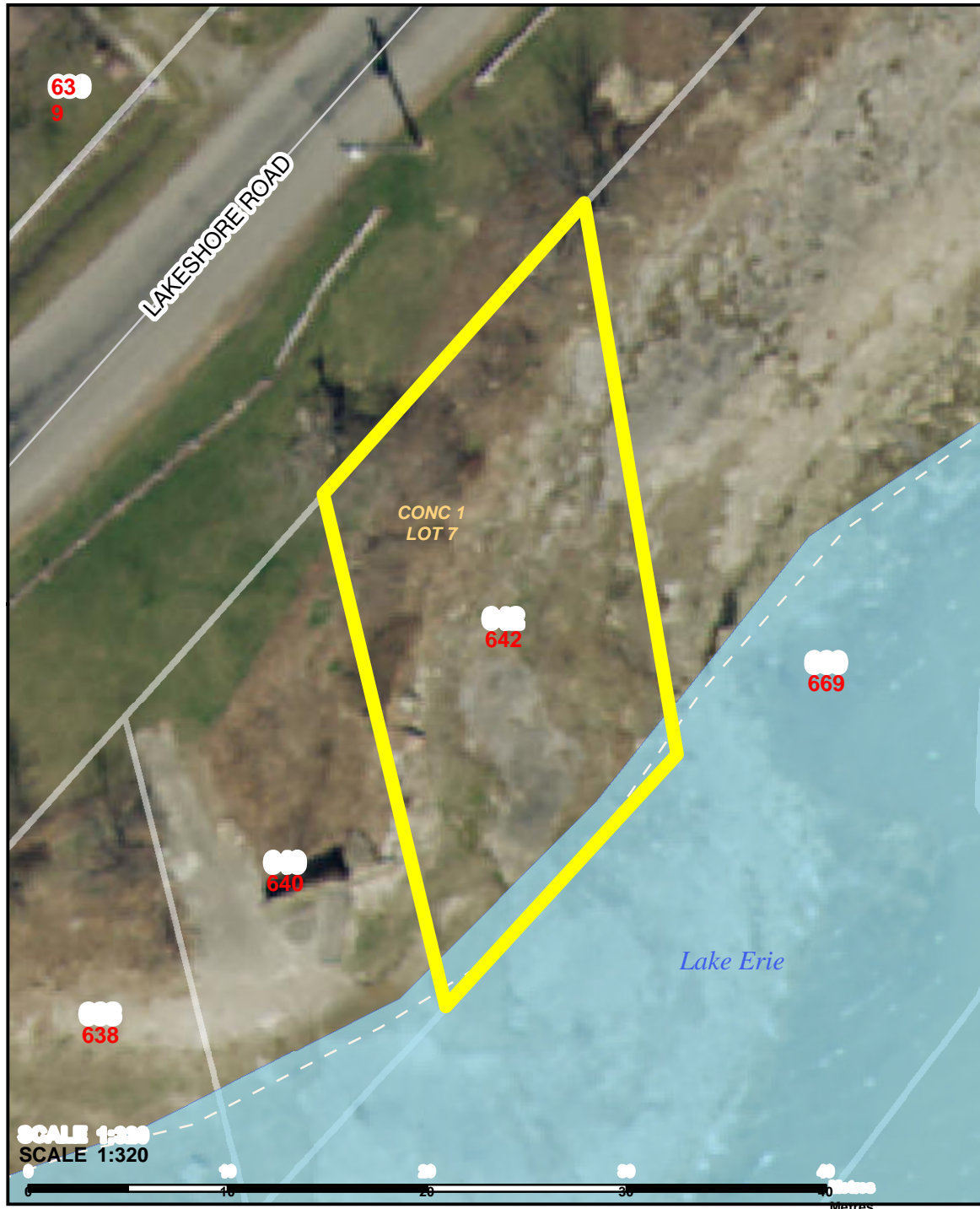
Current Zoning:

RS, Seasonal Residential & HL, Hazard Land

Roll Number:

28-10-158-002-21300-0000

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

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Location:

642 Lakeshore Road, Cayuga, Conc 1, Part Lot 7

Description:

Vacant Land, PIN # 38211-0061(LT)

Lot Size:

(60' Frontage, 80' Depth)

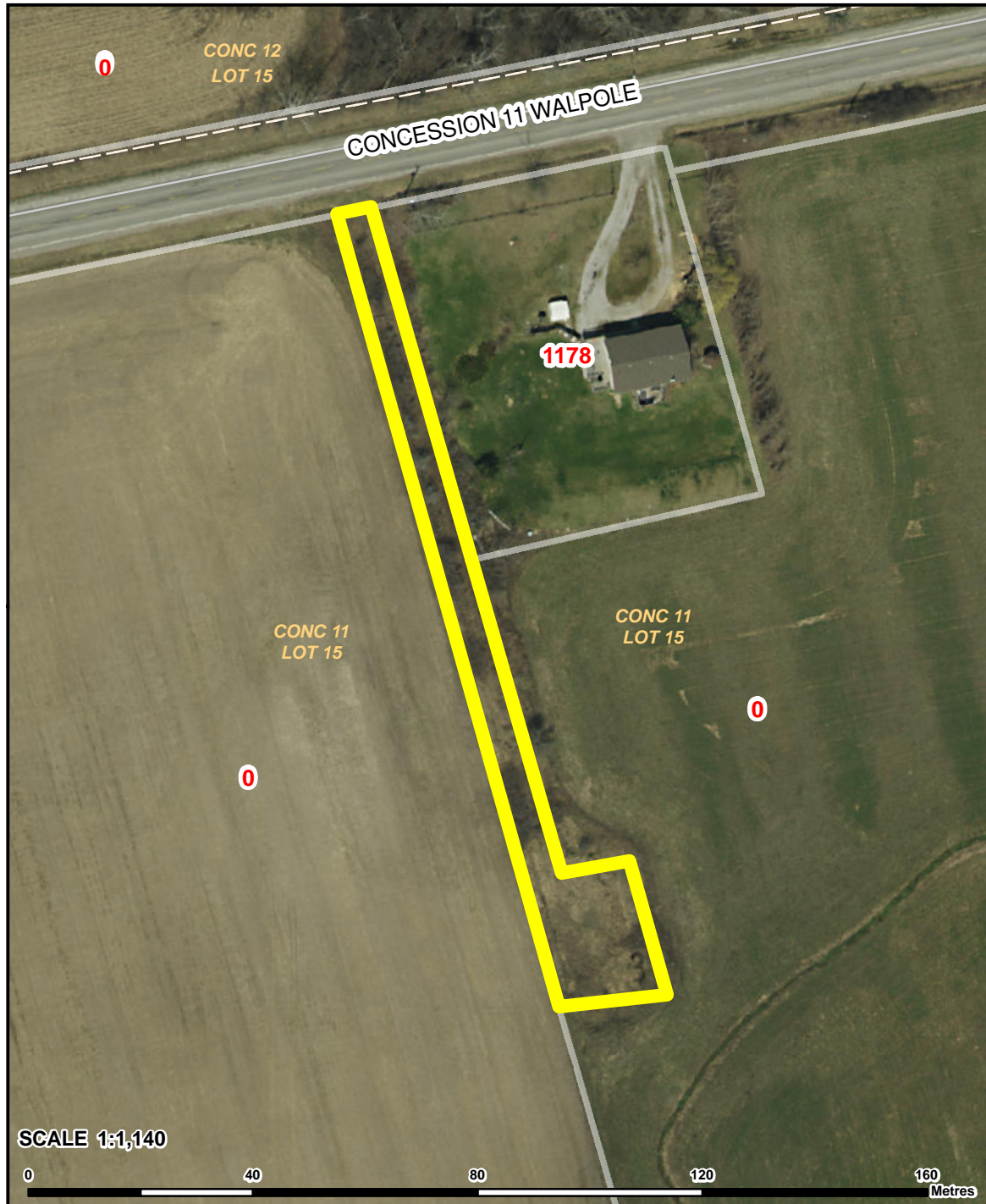
Current Zoning:

RS, Seasonal Residential & HL, Hazard Land

Roll Number:

28-10-158-002-21500-0000

SURPLUS PROPERTY

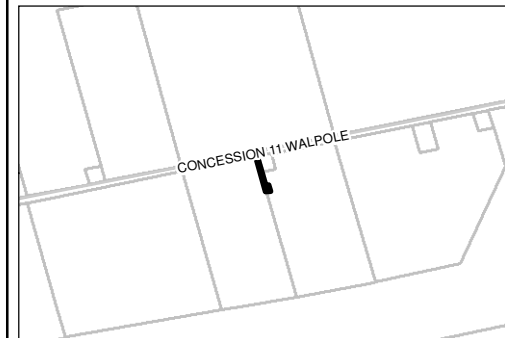


Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

The aerial photos were taken in the Spring of 2015. The boundary may not line up exactly with the photo and it may not be a current representation as shown in the image. Photographs are for convenience only. The municipality cannot guarantee accuracy.

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Location:

Concession 11 Walpole, Walpole

Description:

Vacant Land, PIN # 38193-0369(LT)

Lot Size:

0.30 Acres (20.05' Frontage)

Current Zoning:

AG, Agricultural

Roll Number:

28-10-159-007-13020-0000

SCALE 1:1,140

SURPLUS PROPERTY



Legend

- Provincial Highway
- Haldimand Highway
- Haldimand Road
- Local Road
- Surplus Lands
- Surplus Lands
- Surplus Lands

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Location:

229 Morrison Drive, Caledonia, Lot 17, Plan 82

Description:

Vacant Land, PIN # 38154-0047(LT)

Lot Size:

(60' Frontage)

Current Zoning:

R1, Urban Residential Type 1

Roll Number:

28-10-151-001-00806-0000

AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "County")

-and-

JOSEPH JOHN GUIDICE
(the "Purchaser")

WHEREAS the County is the registered owner of the lands legally described as Part N Half Lot 33-34, Concession 1, North Talbot Road, North Cayuga, as in HC130631, Haldimand County, PIN 38224-0082 (the "Lands");

AND WHEREAS the Purchaser wishes to acquire the Lands, as more particularly detailed herein;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The County hereby agrees to sell and the Purchaser agrees to purchase of the Lands for a purchase price of Fifteen Thousand (\$15,000.00) DOLLARS (the "Purchase Price").
3. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.
4. This offer shall be irrevocable by the Purchaser until 4:30 p.m. on October 17, 2017, after which time, if not accepted by the County, this Agreement shall be null and void.
5. Upon acceptance, the Purchaser agrees to provide the County with a deposit in the amount of One Hundred (\$100.00) DOLLARS by certified cheque payable to "The Corporation of Haldimand County". The deposit shall be held in trust by the County without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on completion.
6. The balance of the Purchase Price shall be paid by certified cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any.
7. The Purchase Price does not include any taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E.15, as amended (the "HST"). The Purchaser shall provide to the County, on or

before the Closing Date: (a) a statutory declaration that the Purchaser is an HST registrant, along with a copy of the Purchaser's HST registration certificate, including the HST registration number; (b) a covenant to self-assess in accordance with the provisions of the *Excise Tax Act* and to report the transaction and remit directly to the Receiver General of Canada any HST payable in connection with the purchase of the Lands; and (c) an indemnity to save the County harmless from any HST, penalty, interest or other amounts which may be payable by or be assessed against the County under the *Excise Tax Act* as a result of or in connection with the County's failure to collect and remit the HST applicable on the sale of the Lands. In the event the Purchaser fails to provide satisfactory evidence of its registration for HST purposes as of the Closing Date, the County shall tender on closing the HST eligible on the transaction.

8. The closing date of this transaction shall be November 2, 2017 (the "Closing Date"). Vacant possession of the Lands shall be provided to the Purchaser on the Closing Date, unless otherwise provided in this Agreement.

9. The Purchaser shall be allowed until 5 days prior to the Closing Date to investigate the title to the Lands at its own expense. If within that time any valid objection to title is made in writing which the County is unable or unwilling to remove and which is not waived by the Purchaser, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void.

10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the County.

11. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Purchaser and the County agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. The Purchaser and the County acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and 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 documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the Document Registration Agreement.

12. The County covenants and agrees to deliver to the Purchaser a Transfer for the Lands suitable for registration and drawn in the name of the Purchaser and to provide it with good title.

13. The County covenants that it will deliver to the Purchaser on or before the Closing Date, each of the following:

- (a) vacant possession of the Lands;
- (b) an executed Transfer of Land in registerable form duly executed by the County in favour of the Purchaser (save for any Land Transfer Tax Affidavit);

- (c) a Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) a direction regarding the payment of funds, if necessary; and
- (e) a statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date.

14. The Purchaser covenants that it will deliver to the County on or before the Closing Date:

- (a) a certified cheque or wire transfer for the balance of the purchase price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an Environmental Acknowledgement;
- (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
- (e) H.S.T. Declaration, if applicable.

15. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.

16. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

On the Purchaser to: c/o William Kerr, Solicitor, 233 Robinson Street, Oakville, Ontario, L6J 1G5

Attention: Joseph John Guidice

Facsimile: 905-842-5525

On the County to: The Corporation of Haldimand County
1-117 Forest Street East
Dunnville, Ontario N1A 1B9
Attention: Manager, Support Services
Facsimile: (905) 318-5932

17. The County and the Purchaser acknowledge that this Agreement constitutes the entire Agreement between them and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.

18. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the County and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

19. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.

20. This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.

21. All covenants, representations and warranties contained in this Agreement on the part of both the County and the Purchaser shall not merge upon the closing of this transaction.

22. Schedule "A" – "Additional Clauses" attached hereto form an integral part of this Agreement.

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23. This Agreement, when approved by County Council and executed by its authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the County has on the ____ day of _____, 2017 affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____

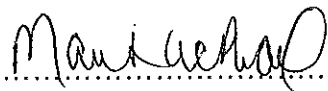
Name: Ken Hewitt
Title: Mayor

Per: _____

Name: Evelyn Eichenbaum
Title: Clerk

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Purchaser has on the 10th day of August, 2017 affixed its name under the hand of its duly authorized signing officer.



Witness



Joseph John Guidice (Purchaser)

SCHEDULE "A" – ADDITIONAL CLAUSES

The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the Purchaser respecting the above, in a form satisfactory to the Vendor's solicitor, acting reasonably, on the completion of this transaction.



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "County")

-and-

[Bradley Edward Alan Hiseler]
(the "Purchaser")

WHEREAS the County is the registered owner of the lands legally described as [PIN # 38119-0163(LT) being Lot 1, E/S Maple Street, Plan 69; Part Lot 4 W/S Tamarac Street, Plan 69; Part Buffalo and Brantford Railroad as Shown on Plan 1696, Part 2 on Reference Plan 18R-5277 and Part of Part 3 HC212213, West of Tamarac Street, Plan 69, subject to an easement as in CH63261; PIN # 38119-0201(LT) being Part Buffalo and Brantford Railroad as shown on Plan 1696, Part 3 on 18R-5347; PIN # 38119-0275(LT) being Part of Maple Street, Plan 69 (Closed by Bylaws in HC66910 and CH46594), Parts 3 and 4 on Reference Plan 18R7034, subject to an easement as in CH63261, Haldimand County;], [Dunnville, ON], Haldimand County and municipally known as [Maple Street to Tamarac Street] (the "Lands");

AND WHEREAS the Purchaser wishes to acquire the Lands, as more particularly detailed herein;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The County hereby agrees to sell and the Purchaser agrees to purchase of the Lands designated as Part Lot 1, Lot 4, Plan 69 and shown on Schedule "A", for a purchase price of **Eighty-five Thousand DOLLARS (\$85,000.00)** (the "Purchase Price").
3. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.

BH

4. This offer shall be irrevocable by the Purchaser until 4:30 p.m. on November 1 2017, after which time, if not accepted by the County, this Agreement shall be null and void.
5. The Purchaser agrees to provide the County with a deposit in the amount of **five thousand DOLLARS (\$5000.00)** by certified cheque payable to "The Corporation of Haldimand County". The deposit shall be held in trust by the County without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on completion.
6. The balance of the Purchase Price shall be paid by certified cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any.
7. The Purchase Price does not include any taxes payable under the *Excise Tax Act*, R.S.C. 1985, c. E.15, as amended (the "HST"). The Purchaser shall provide to the County, on or before the Closing Date: (a) a statutory declaration that the Purchaser is an HST registrant, along with a copy of the Purchaser's HST registration certificate, including the HST registration number; (b) a covenant to self-assess in accordance with the provisions of the *Excise Tax Act* and to report the transaction and remit directly to the Receiver General of Canada any HST payable in connection with the purchase of the Lands; and (c) an indemnity to save the County harmless from any HST, penalty, interest or other amounts which may be payable by or be assessed against the County under the *Excise Tax Act* as a result of or in connection with the County's failure to collect and remit the HST applicable on the sale of the Lands. In the event the Purchaser fails to provide satisfactory evidence of its registration for HST purposes as of the Closing Date, the County shall tender on closing the HST eligible on the transaction.
8. The closing date of this transaction shall be **December 4 2017**, or prior thereto if mutually agreed in writing (the "Closing Date"). Vacant possession of the Lands shall be provided to the Purchaser on the Closing Date, unless otherwise provided in this Agreement.
9. The Purchaser shall be allowed until 5 days prior to the Closing Date to investigate the title to the Lands at its own expense. If within that time any valid objection to title is made in writing which the County is unable or unwilling to remove and which is not waived by the Purchaser, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void.
10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the County.
11. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Purchaser and the County agree to be bound by the Document Registration Agreement which is

recommended from time to time by the Law Society of Upper Canada. The Purchaser and the County acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and 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 documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the Document Registration Agreement.

12. The County covenants and agrees to deliver to the Purchaser a Transfer for the Lands suitable for registration and drawn in the name of the Purchaser and to provide it with good title.
13. The County covenants that it will deliver to the Purchaser on or before the Closing Date, each of the following:
 - (a) vacant possession of the Lands;
 - (b) an executed Transfer of Land in registerable form duly executed by the County in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (c) a Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a direction regarding the payment of funds, if necessary; and
 - (e) a statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date.
14. The Purchaser covenants that it will deliver to the County on or before the Closing Date:
 - (a) a certified cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an Environmental Acknowledgement;
 - (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
 - (e) H.S.T. Declaration, if applicable.
15. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.
16. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

On the Purchaser to: 25 John St. York, ON N0A1R0

Attention: Brad Hiseler
Facsimile: 289-680-3080, Email: Hiseler@hotmail.com

On the County to: The Corporation of Haldimand County
111 Broad Street East
Dunnville, Ontario N1A 2X5

Attention: Manager, Support Services
Facsimile: (905) 318-5932

17. The County and the Purchaser acknowledge that this Agreement constitutes the entire Agreement between them and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.
18. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the County and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
19. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
20. This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.
21. All covenants, representations and warranties contained in this Agreement on the part of both the County and the Purchaser shall not merge upon the closing of this transaction.
22. Schedule "A" – "The Lands" and Schedule "B" – "Additional Clauses" attached hereto form an integral part of this Agreement.

[Remainder of page intentionally left blank]

23. This Agreement, when approved by County Council and executed by its authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the County has on the _____ day of _____, 20____
affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____

Name: Ken Hewitt

Title: Mayor

Per: _____

Name: Evelyn Eichenbaum

Title: Clerk

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 20____
affixed its name under the hand of its duly authorized signing officer.

[Individual Purchaser]

IN WITNESS WHEREOF the Purchaser has on the 31 day of August, 2017
signed this Agreement.

Jane MacAuliffe
(Witness Signature)

[Signature]
Name: _____
[PURCHASER]

[Corporate Purchaser]

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 20____
affixed its corporate seal attested by the hands of the duly authorized officer(s).

[PURCHASER]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

BH

SCHEDULE "A" – THE LANDS



SCHEDULE "B" – ADDITIONAL CLAUSES

The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "County")

-and-

[PURCHASER]
(the "Purchaser")

GAIL R. REDBOURNE

WHEREAS the County is the registered owner of the lands legally described as [legal description including PIN number], [City, Town, Township], Haldimand County and municipally known as [address] (the "Lands");

638 LAKESHORE RD.
CAYUGA, CONC 1
PIN# 38211-0063 (LT) PART LOT 7 VACANT LAND

AND WHEREAS the Purchaser wishes to acquire the Lands, as more particularly detailed herein;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The County hereby agrees to sell and the Purchaser agrees to purchase of the Lands for a purchase price of [X] DOLLARS (\$X) (the "Purchase Price").
ONE THOUSAND FIVE HUNDRED FIVE DOLLARS \$1,505.00
3. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.
4. This offer shall be irrevocable by the Purchaser until 4:30 p.m. on October 17, 2017, after which time, if not accepted by the County, this Agreement shall be null and void.
5. Upon acceptance, the Purchaser agrees to provide the County with a deposit in the amount of [X] DOLLARS (\$X) by certified cheque payable to "The Corporation of Haldimand County". The deposit shall be held in trust by the County without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on completion.
TWO HUNDRED FIFTY-FIVE DOLLARS \$255.00
6. The balance of the Purchase Price shall be paid by certified cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any.
7. The Purchase Price does not include any taxes payable under the Excise Tax Act, R.S.C. 1985, c. E.15, as amended (the "HST"). The Purchaser shall provide to the County, on or before the Closing Date: (a) a statutory declaration that the Purchaser is an HST registrant, along with a copy of the Purchaser's HST registration certificate, including the HST registration number; (b) a covenant to self-assess in accordance with the provisions of the Excise Tax Act and to report the transaction and remit directly to the Receiver General of Canada any HST payable in connection with the purchase of the Lands; and (c) an indemnity to save the County harmless from any HST, penalty, interest or other amounts which may be payable by or be assessed against the County under the Excise Tax Act as a result of or in connection with the County's failure to collect and remit the HST applicable on the sale of the Lands. In the event the Purchaser fails to provide

satisfactory evidence of its registration for HST purposes as of the Closing Date, the County shall tender on closing the HST eligible on the transaction.

8. The closing date of this transaction shall be November 2, 2017 (the "Closing Date"). Vacant possession of the Lands shall be provided to the Purchaser on the Closing Date, unless otherwise provided in this Agreement.
9. The Purchaser shall be allowed until 5 days prior to the Closing Date to investigate the title to the Lands at its own expense. If within that time any valid objection to title is made in writing which the County is unable or unwilling to remove and which is not waived by the Purchaser, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void.
10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the County.
11. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L4, as amended. The Purchaser and the County agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. The Purchaser and the County acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and 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 documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the Document Registration Agreement.
12. The County covenants and agrees to deliver to the Purchaser a Transfer for the Lands suitable for registration and drawn in the name of the Purchaser and to provide it with good title.
13. The County covenants that it will deliver to the Purchaser on or before the Closing Date, each of the following:
 - (a) vacant possession of the Lands;
 - (b) an executed Transfer of Land in registerable form duly executed by the County in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (c) a Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a direction regarding the payment of funds, if necessary; and
 - (e) a statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date.
14. The Purchaser covenants that it will deliver to the County on or before the Closing Date:
 - (a) a certified cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an Environmental Acknowledgement;
 - (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
 - (e) H.S.T. Declaration, if applicable.
15. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.

16. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

On the Purchaser to: [Address]

Attention: [Name]
Facsimile: [Number]

GAIL R. REDBOURNE
54 ELKWOOD CRT
HAMILTON, ONT.
L9C 2T6

On the County to: The Corporation of Haldimand County
1-117 Forest Street East
Dunnville, Ontario N1A 1B9

Attention: Manager, Support Services
Facsimile: (905) 318-5932

17. The County and the Purchaser acknowledge that this Agreement constitutes the entire Agreement between them and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.
18. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the County and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
19. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
20. This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.
21. All covenants, representations and warranties contained in this Agreement on the part of both the County and the Purchaser shall not merge upon the closing of this transaction.
22. Schedule "A" – "Additional Clauses" attached hereto form an integral part of this Agreement.

[Remainder of page intentionally left blank]

23. This Agreement, when approved by County Council and executed by its authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the County has on the _____ day of _____, 2017 affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____

Name: Ken Hewitt
Title: Mayor

Per: _____

Name: Evelyn Eichenbaum
Title: Clerk

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 2017 affixed its name under the hand of its duly authorized signing officer.

[Individual Purchaser]

IN WITNESS WHEREOF the Purchaser has on the 30 day of August, 2017 signed this Agreement.

TYLER 
(Witness Signature)


Name: _____

[PURCHASER] 

[Corporate Purchaser]

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 2017 affixed its corporate seal attested by the hands of the duly authorized officer(s).

[PURCHASER]

Per: _____

Name:
Title:

Per: _____

Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A" – ADDITIONAL CLAUSES

The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the Purchaser respecting the above, in a form satisfactory to the Vendor's solicitor, acting reasonably, on the completion of this transaction.



AGREEMENT OF PURCHASE AND SALE

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(the "County")

-and-

[PURCHASER]
(the "Purchaser")

GAIL R. REDBOURNE

WHEREAS the County is the registered owner of the lands legally described as [legal description including PIN number], [City, Town, Township], Haldimand County and municipally known as [address] (the "Lands"); **642 LAKE SHORE Rd. Cayuga, Co. AC. 1**
VACANT LAND PIN# 38211-0061 (LT) PART LOT 7

AND WHEREAS the Purchaser wishes to acquire the Lands, as more particularly detailed herein;

NOW THEREFORE in consideration of payment of the sum of ONE (\$1.00) DOLLAR paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals herein are true and accurate.
2. The County hereby agrees to sell and the Purchaser agrees to purchase of the Lands for a purchase price of **[X] DOLLARS (\$X)** (the "Purchase Price"). **ONE THOUSAND + FIVE Dollars \$ 1,005.00**
3. The parties hereto agree that any and all improvements, trees or shrubs within the Lands are included in the Purchase Price.
4. This offer shall be irrevocable by the Purchaser until 4:30 p.m. on October 17, 2017, after which time, if not accepted by the County, this Agreement shall be null and void.
5. Upon acceptance, the Purchaser agrees to provide the County with a deposit in the amount of **[X] DOLLARS (\$X)** by certified cheque payable to "The Corporation of Haldimand County". The deposit shall be held in trust by the County without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on completion. **Two hundred + fifty - five dollars \$ 255.00**
6. The balance of the Purchase Price shall be paid by certified cheque, bank draft or wire transfer on the Closing Date, subject to adjustments, if any.
7. The Purchase Price does not include any taxes payable under the Excise Tax Act, R.S.C. 1985, c. E.15, as amended (the "HST"). The Purchaser shall provide to the County, on or before the Closing Date: (a) a statutory declaration that the Purchaser is an HST registrant, along with a copy of the Purchaser's HST registration certificate, including the HST registration number; (b) a covenant to self-assess in accordance with the provisions of the Excise Tax Act and to report the transaction and remit directly to the Receiver General of Canada any HST payable in connection with the purchase of the Lands; and (c) an indemnity to save the County harmless from any HST, penalty, interest or other amounts which may be payable by or be assessed against the County under the Excise Tax Act as a result of or in connection with the County's failure to collect and remit the HST applicable on the sale of the Lands. In the event the Purchaser fails to provide

satisfactory evidence of its registration for HST purposes as of the Closing Date, the County shall tender on closing the HST eligible on the transaction.

8. The closing date of this transaction shall be November 2, 2017 (the "Closing Date"). Vacant possession of the Lands shall be provided to the Purchaser on the Closing Date, unless otherwise provided in this Agreement.
9. The Purchaser shall be allowed until 5 days prior to the Closing Date to investigate the title to the Lands at its own expense. If within that time any valid objection to title is made in writing which the County is unable or unwilling to remove and which is not waived by the Purchaser, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be null and void.
10. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Lands, except as are in the possession or control of the County.
11. This transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, as amended. The Purchaser and the County agree to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. The Purchaser and the County acknowledge and agree that the delivery of documents and the release thereof will: (a) not occur at the same time as the registration of the transfer/deed (and 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 documents and/or money will be required to hold them in escrow and not release them except in accordance with the terms of the Document Registration Agreement.
12. The County covenants and agrees to deliver to the Purchaser a Transfer for the Lands suitable for registration and drawn in the name of the Purchaser and to provide it with good title.
13. The County covenants that it will deliver to the Purchaser on or before the Closing Date, each of the following:
 - (a) vacant possession of the Lands;
 - (b) an executed Transfer of Land in registerable form duly executed by the County in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
 - (c) a Seller's Closing Certificate, including an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
 - (d) a direction regarding the payment of funds, if necessary; and
 - (e) a statement of adjustments, which shall be delivered at least two (2) business days prior to the Closing Date.
14. The Purchaser covenants that it will deliver to the County on or before the Closing Date:
 - (a) a certified cheque or wire transfer for the balance of the purchase price due on the Closing Date;
 - (b) a direction as to title, if necessary;
 - (c) an Environmental Acknowledgement;
 - (d) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand; and
 - (e) H.S.T. Declaration, if applicable.
15. Any tender of documents or money hereunder may be made upon either party or their respective solicitors on the Closing Date. Money may be tendered by negotiable cheque or bank draft.

16. All notices or other communications hereunder shall be in writing and shall be delivered by personal delivery, overnight mail or delivery service, facsimile, or registered mail, return receipt requested, postage prepaid, addressed as follows:

On the Purchaser to: [Address]

Attention: [Name]
Facsimile: [Number]

On the County to: The Corporation of Haldimand County
1-117 Forest Street East
Dunnville, Ontario N1A 1B9

Attention: Manager, Support Services
Facsimile: (905) 318-5932

GAIL R. REDBOURNE
54 ELKWOOD CRT.
HAMILTON, ONTARIO
L9C 2T6

17. The County and the Purchaser acknowledge that this Agreement constitutes the entire Agreement between them and there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands other than as expressed herein in writing.
18. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the County and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.
19. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto, and each of their respective representatives, successors, heirs and assigns.
20. This Agreement may be executed and delivered in any number of separate counterparts, each of which when executed and delivered is an original but all of which taken together constitutes one and the same instrument. Any party may deliver an executed copy of this Agreement by facsimile transmission.
21. All covenants, representations and warranties contained in this Agreement on the part of both the County and the Purchaser shall not merge upon the closing of this transaction.
22. Schedule "A" – "Additional Clauses" attached hereto form an integral part of this Agreement.

[Remainder of page intentionally left blank]

23. This Agreement, when approved by County Council and executed by its authorized signing officer(s), shall constitute a binding agreement.

IN WITNESS WHEREOF the County has on the _____ day of _____, 2017 affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____
Name: Ken Hewitt
Title: Mayor

Per: _____
Name: Evelyn Eichenbaum
Title: Clerk


I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 2017 affixed its name under the hand of its duly authorized signing officer.

[Individual Purchaser]

IN WITNESS WHEREOF the Purchaser has on the 30 day of August, 2017 signed this Agreement.


(Witness Signature)


Name: _____
[PURCHASER]

[Corporate Purchaser]

IN WITNESS WHEREOF the Purchaser has on the _____ day of _____, 2017 affixed its corporate seal attested by the hands of the duly authorized officer(s).

[PURCHASER]

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____

I/We have the authority to bind the Corporation.

SCHEDULE "A" – ADDITIONAL CLAUSES

The Purchaser hereby agrees and acknowledges that the Vendor is selling and the Purchaser is purchasing the property and all of the buildings and structures situated on the property on an "as is, where is" basis as they shall exist on the completion date, including, without limiting the generality of the foregoing, any latent or patent defects and the environmental condition of the property or any of the buildings or structures situated on the property. The Purchaser hereby acknowledges that it has entered into this agreement on the basis that it shall have conducted all such inspections of the condition of the property and the buildings and structures situated on the property, including the environmental condition of the property, as it deems appropriate and/or necessary and shall have fully satisfied itself with regard to all of these matters prior to entering into this agreement.

The Purchaser further agrees and acknowledges that no representation, warranty or condition is expressed or can be implied on the part of the Vendor as to fitness for purpose of the property, suitability of the property, the existence or non-existence of hazardous or other materials or substances on, in or under the property or any buildings or structures on the property, the environmental condition of the property, compliance with any or all applicable environmental laws, merchantability, condition, quantity or quality, or in respect of any other matter or thing whatsoever concerning the property and all of the buildings and structures situated on the property, except as otherwise expressly provided for in this agreement. The Purchaser further confirms and acknowledges that, in the event that it completes this transaction, compliance with any order issued by any authority having jurisdiction respecting the property and/or any environmental remediation of the property required by any such order or otherwise shall be the sole responsibility of the Purchaser, and same shall be completed by the Purchaser at the Purchaser's sole cost and expense. The Purchaser also hereby agrees to assume all of the Vendor's liabilities in relation to the property and, without limiting the generality of the foregoing, any and all environmental liabilities respecting the property. This provision shall survive and not merge on the completion of the transaction to which this agreement relates.

The Purchaser also hereby releases the Vendor and agrees to indemnify and save the Vendor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, losses and damages (including legal fees on a solicitor and client basis) arising from or in any way related to, either directly or indirectly, the environmental condition of the property, contaminants or substances on the property, any order issued by any authority having jurisdiction respecting the property, any environmental remediation required in relation to the property or any other condition of the property, regardless of whether such property condition is discovered by the Purchaser before or after the completion of the transaction to which this agreement relates, regardless of whether such property condition existed before the completion of the transaction to which this agreement relates, and regardless of whether such property condition was caused by or contributed to by the Vendor. This release and indemnity shall survive and not merge on the completion of the transaction to which this agreement relates. The Purchaser agrees to provide the Vendor with a representation and warranty, release and indemnity in writing and signed by the Purchaser respecting the above, in a form satisfactory to the Vendor's solicitor, acting reasonably, on the completion of this transaction.

