



GENERAL INFORMATION

The subject properties are legally described as Part Lot 40, Concession 8, EBR, (Lindsay) and more specifically as Parts 1, 2, 3, 4, 5 and 6, Reference Plan 3R-9844 and front on Lindsay Road 40 west of Bartley Drive.

Lindsay Road 40 is a year round, winter maintained Municipal road. A hydro transmission line fronts the subject properties.

The parcels vary in topography and ground cover. Part 1 appears to lie slightly lower than the others and may retain ground water seasonally and is treed with mostly white cedar. Parts 2-6 are partially treed to open.

The subject lands will require private individual on-site sewage disposal systems and wells.

Enclosed:

1. Overview entitled, "Surplus Lands for Sale"
 2. Copy of Reference Plan 3R-9844
 3. General Property Location Map
 4. Section 9 – Rural Zone 1 (General Rural) – Zone Provisions
(excerpt from Comprehensive Zoning By-law No. 2002-54, as amended)
 5. Section 5.6 – Rural Area Designation
(excerpt from County of Bruce Official Plan)
 6. Agreement of Purchase and Sale
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MUNICIPALITY OF NORTHERN BRUCE PENINSULA

SURPLUS LANDS FOR SALE

The Council of the Corporation of the Municipality of Northern Bruce Peninsula declared, by Resolution #03-13-2016 on January 25, 2016, the following properties to be surplus to its needs in accordance with the Municipality of Northern Bruce Peninsula's By-law No. 2016-05, being a by-law to establish a procedure governing the sale and disposition of land.

Part 1, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres
Part 2, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres
Part 3, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres
Part 4, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres
Part 5, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres
Part 6, Plan 3R-9844 Part of PIN 33108-0793 (LT)	330' Frontage X 460' Depth 3.1 Acres

Information packages relating to the subject property are available at the Municipal Office, 56 Lindsay Road 5, R. R. #2, Lion's Head, Ontario, N0H 1W0.

APPRAISED VALUE: \$20,000.00 (EACH)

An offer to purchase shall be submitted in a sealed envelope, clearly marked as Surplus Lands NBPSL #0004-16 and state the specific Part Number for which the offer is being made, and will be received by the undersigned. The terms of the sale of this property will require a ten (10%) per cent deposit being received with the Offer of Purchase and Sale in the form of certified cheque or money order made payable to the Municipality of Northern Bruce Peninsula. The balance of the purchase price is payable, subject to adjustments, upon completion of the transaction. The Municipality makes no representation and/or warranty regarding the title to or any other matters relating to the lands to be sold. Responsibility for ascertaining these matters rests with the potential purchaser(s). The transaction shall be completed within ninety (90) days of acceptance of the Offer of Purchase and Sale by the Municipality or within such further period of time as may be agreed upon between the Municipal Solicitor and the Purchaser's Solicitor in the best interests of the Corporation.

Highest or any offer will not necessarily be accepted.

Mary Lynn Standen, Clerk
Municipality of Northern Bruce Peninsula
56 Lindsay Road 5, R. R. #2
Lion's Head, Ontario N0H 1W0

Enclosure: Reference Plan 3R-9844

REQUIRE THIS PLAN TO BE RECEIVED AND NOTED BY THE REGISTRAR OF THE LAND

September 8, 2018

STANLEY J. BELL

REGISTERED PROFESSIONAL SURVEYOR FOR LAND MEASUREMENT (ON THE LAND TITLE SYSTEM OF BRUCE CO. P.L. 11)

PLAN 3R - 9877

REGISTERED PROFESSIONAL SURVEYOR FOR LAND MEASUREMENT (ON THE LAND TITLE SYSTEM OF BRUCE CO. P.L. 11)

SCHEDULE	PART	LOT	CONCESSION	P.L.N.	AREA (sq. m)
1	1	1	1	1.122	1.122
2	2	2	2	1.122	1.122
3	3	3	3	1.122	1.122
4	4	4	4	1.122	1.122
5	5	5	5	1.122	1.122
6	6	6	6	1.122	1.122

FOR ALL THE CONVEYANCES & PARTITIONS OF THE LOT CLERKSHIRE AND APPLIED TO REGIONS ON APPROVED PLAN NO. 20-1001.

CONVEYANCES ON THIS PLAN ARE MADE AND CAN BE CONVEYED TO AND BY MULTIPLE OF THE CONVEYOR AND PARTIES TO THEM.

METRIC DIMENSIONS AND COORDINATES GIVEN ON THIS PLAN ARE CONVEYED TO PART BY PART BY THE SURVEYOR.

INTEGRATION DATA

All coordinates are in meters, and distance from any origin is given in meters. The figure of the earth is assumed to be spherical with a radius of 6371 km. The datum used is NAD 83. The accuracy of measurements is within 1:50,000.

POINT ID	DESCRIPTION	LASTING
A	STATION	STATION
B	STATION	STATION

CADASTRAL COORDINATES AND DISTANCES ARE GIVEN IN METERS TO BE CONVEYED TO PART BY PART BY THE SURVEYOR.

PLAN OF SURVEY OF A PART OF

LOT 40

CONCESSION B
EAST OF THE BURY ROAD
GEOGRAPHIC TOWNSHIP OF LIMOSAY
MUNICIPALITY OF NORTHERN BRUCE PENNSILVA
COUNTY OF BRUCE
SCALE 1:2 1500

GORDON W. HARWOOD LTD.
Ontario Land Surveyors
2018

GRAPHIC SCALE - METRES

20 0 20 40 60 80

NOTES

1. THIS SURVEY WAS MADE BY MEASUREMENT AND NOT BY PHOTOGRAMMETRY.
2. THE SURVEY WAS MADE ON THE 21ST DAY OF SEPTEMBER 2018.
3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEY ACT, 1997 AND THE REGULATIONS THEREUNDER.
4. THE SURVEY WAS MADE IN ACCORDANCE WITH THE METRIC SYSTEM OF MEASUREMENT ACT, 1975.
5. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEY ACT, 1997 AND THE REGULATIONS THEREUNDER.
6. THE SURVEY WAS MADE IN ACCORDANCE WITH THE METRIC SYSTEM OF MEASUREMENT ACT, 1975.
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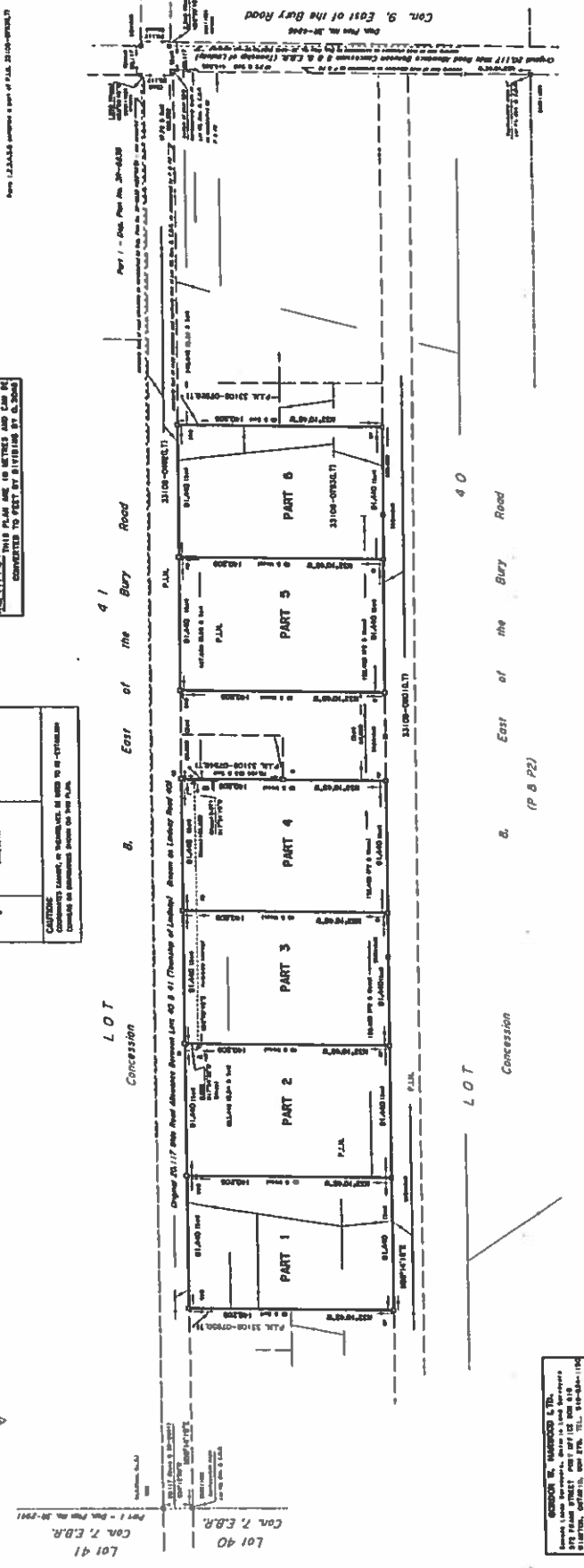
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

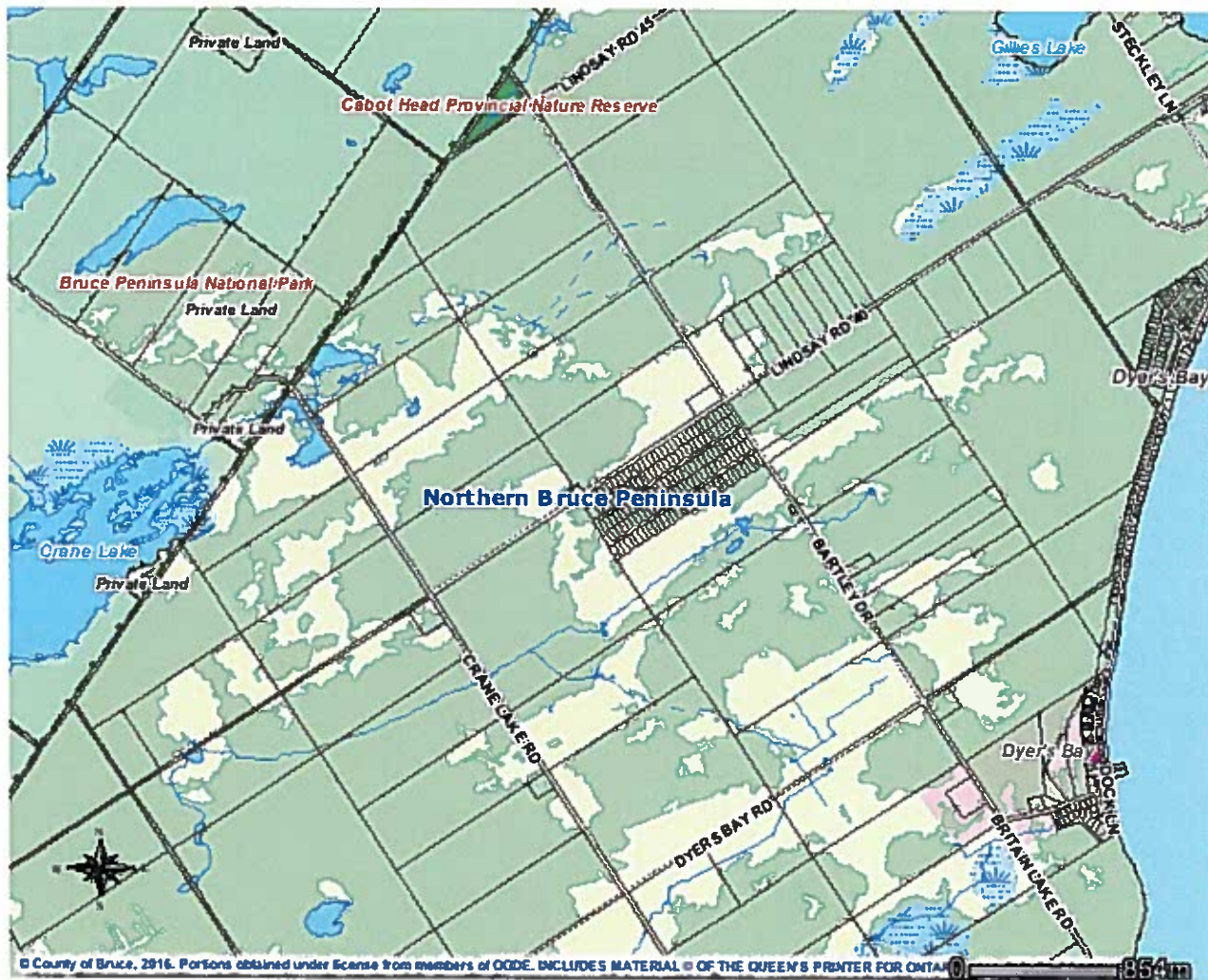
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STANLEY J. BELL

REGISTERED PROFESSIONAL SURVEYOR FOR LAND MEASUREMENT (ON THE LAND TITLE SYSTEM OF BRUCE CO. P.L. 11)



GORDON W. HARWOOD LTD.
875 FRANK STREET, UNIT 107, TORONTO, ONT. M5S 1C9
REGISTERED PROFESSIONAL SURVEYOR FOR LAND MEASUREMENT (ON THE LAND TITLE SYSTEM OF BRUCE CO. P.L. 11)



SECTION 9 RU1 - RURAL ZONE 1 (GENERAL RURAL)

9.1 USES PERMITTED

No person shall within the RU1 Zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following uses:

- detached dwelling
- cottage dwelling
- accessory detached dwelling
- agricultural uses
- specialized agricultural uses
- sod farm
- Home Based Business - bed and breakfast establishment in accordance with [Section 6.11](#)
- Home Based Business - professional uses in accordance with [Section 6.7](#)
- Home Based Business - domestic and household arts in accordance with [Section 6.8](#)
- Home Based Business - rural business in accordance with [Section 6.9](#)
- liquid manure storage facilities in accordance with [Section 8.1](#) and 8.4
- wildlife sanctuaries
- conservation Areas
- forestry
- buildings, structures and uses accessory to a permitted use

9.2 ZONE PROVISIONS

No person shall within the RU1 Zone use any lot or erect, alter or use any building or structure except in accordance with the following provisions:

Provisions	Agricultural Uses	Other uses
minimum lot area	39 ha (96 ac)	0.5 hectares (1.2 ac)
minimum lot frontage	100 m (328 ft)	89.9 m (294.9 ft)
minimum front yard	30 m (98 ft)	20 m (98 ft) 20
minimum exterior side yard	30 m (98 ft)	30 m (98 ft)
minimum side yard	20 m (65.6 ft)	10 m (32.8 ft)
minimum rear yard	20 m (65.6 ft)	10 m (32.8 ft)
minimum ground floor area for detached dwellings	46.45 m ² (500 ft ²)	46.45 m ² (500 ft ²)
minimum habitable floor area for detached dwellings	92.9 m ² (1000 ft ²)	92.9 m ² (1000 ft ²)
maximum building height detached dwellings	10 m (32.8 ft)	10 m (32.8 ft)
maximum lot coverage	5%	15%
minimum separation distance from accessory detached dwelling to any structure where animals are housed	30 m (98 ft)	not applicable

OPA # 86 -
Porter /
Thompson Pt
Lot 22, Lake
Range E,
Saugeen

- 5.5.11.19 Notwithstanding the policies of Subsection '6.5.3.3 – Consents – Agricultural Areas' of this Plan, the lands identified as Site Specific Policy Area 5.5.11.19 on Schedule "A": Land Use Plan (South Section) to the County of Bruce Official Plan may be severed to a maximum total lot area of 0.61 hectares (1.5 acres). All other policies of Subsection '6.5.3 Land Division Policies' shall apply.

5.6 RURAL AREA

Introduction

The Rural Designation covers those lands that are for the most part undeveloped by urban type uses; the rural areas of the County are often appreciated for their pastoral sense of open space. However, the Rural designation in fact contains a mix of land uses and economic activities which include natural resource uses such as farming, forestry and aggregate extraction and tourism based activities such as nature appreciation and outdoor recreational uses.

The intent of the Rural designation is to balance rural development pressures with the need to preserve and protect the rural landscape. Economic activities in the Rural designation shall be those that take advantage of the natural attributes of the Rural area but, at the same time, conserve and protect the rural landscape for the enjoyment of future generations. New developments shall be low in scale and intensity, with particular attention being paid to the protection of the environment and increased service demands placed on rural municipalities.

Objectives

- ◆ recognize and promote the rural area as an important community and economic resource, while at the same time promoting preservation and enhancement of the rural environment for the benefit of future generations;
- ◆ provide strong and clear development policies and criteria in the rural designation to guide the establishment of agriculturally and resource based industries, tourism and recreational commercial uses and limited residential uses; and,
- ◆ minimize the fragmentation of commercially viable forested land in the Rural Area.

5.6.1 Area of Application

The Rural Area includes those areas of Class 4, 5, 6 and 7 soils as defined by the Canada Land Inventory Soil Capability Classification for Agricultural Capability that are greater than 80 hectares in size and pockets of Class 1, 2 or 3 soils that are smaller than 80 hectares in size. As a result this designation will include a combination of higher capability and lower capability soils. The designation has been determined based upon the 80 hectare majority of the predominant soil type.

These areas have been identified as generally non-prime agricultural soils in

Bruce County, based upon the Canada Land Inventory mapping. It is intended that a local municipality may develop a local strategy for identifying rural areas through an Amendment to this Plan, or by the preparation of a Local Official Plan.

5.6.2 Permitted Uses

The Rural Area shall permit agricultural uses in accordance with Section 5.5.2 and 5.5.8, non-farm residential uses, seasonal residential uses, rural commercial or industrial uses, recreation commercial uses, forestry, public recreation, tourism related uses, public conservation and public uses. In addition, estate residential subdivision development may be permitted by Amendment to this Plan, or Local Official Plan, in accordance with the policies of Section 5.7 of this Plan.

5.6.2.1 Farm Size

In the Rural designation newly created farm lots should generally be 20 hectares (50 acres). It is not intended to prevent the creation of smaller farm parcels where they are of a size appropriate for the type of agricultural use(s) common in the area and are sufficiently large to maintain for future changes in the type or size of the agricultural operation. Local municipalities will be encouraged to establish farm sizes appropriate to the area in the Local Municipal Official Plan and Zoning By-Law.

5.6.2.2 Home Industries and Home Occupations

The establishment of home industries and home occupations will be permitted in accordance with Section 5.5.6.

5.6.2.3 At their sole discretion, the Councils of the local municipalities may zone to permit the change of a legally existing use to a new use, provided that:

- ◆ the proposed change is to a 'similar use', or is a use permitted in either the 'Rural' or 'Agricultural' designations; and
- ◆ the existing use of the land, buildings or structures is a legal use currently recognized in the implementing comprehensive zoning by-law or is a legal non-conforming use in the implementing comprehensive zoning by-law; and
- ◆ the proposed use does not require large volumes of water nor generate large volumes of effluent; and
- ◆ the proposed use has no adverse effect on the present uses of the surrounding lands or the implementation of the provisions of this Plan; and
- ◆ the proposed use is not located in a floodplain or floodway; and
- ◆ the proposed use has regard for the Minimum Distance Separation Formula as amended from time to time; and
- ◆ the proposed use is accessible by a public road which is maintained by the appropriate authority as open to traffic on a year-round basis; and

OPA # 37 -
County - All
'Rural Area'
lands within
the County

OPA # 37 -
County - All
'Rural Area'
lands within
the County

- ◆ the proposed use is subject to any conditions that may be contained in a local Municipal Official Plan; and
- ◆ the propose use must be in appropriate proportion to the size of the existing use; and,
- ◆ the proposed us will not create or further aggravate a traffic hazard; and
- ◆ the proposed use is developed in accordance with Sections 5.6.4.2, 5.6.4.3, 5.6.5.2 and 5.6.5.3.

Each case will be considered on its own merits by the Council of the respective local municipality and may be subject to site plan control.

5.6.3 Consent Policies

Development by consent for the creation of new lots may be permitted in accordance with Section 6.5.3 of this Plan.

5.6.3.1 Estate Residential Subdivisions

Development of an estate residential subdivision will occur by Amendment to this Plan or Local Official Plan in conformity with Section 5.7.

5.6.4 Rural Industrial

5.6.4.1 Permitted Uses

It is the overall intent of this Plan that industrial uses be located in existing settlement areas with required municipal services.

Permitted rural industrial uses shall be limited to those uses that serve the immediate agricultural community such as machine repair, welding, lumber mills and yards, small-scale rural home industries and other such similar industrial uses that require a rural location and cannot be located within a settlement area.

In addition to the main permitted uses, the retailing of accessory products to the main permitted use will also be permitted.

OPA # 7 -
Hayes, Pt Lot
3, Concession
2, EBR,
Lindsay Twp

5.6.4.1.1 Notwithstanding the permitted uses listed above, the following industrial uses shall be permitted on Part of Lot 3, Concession 2, EBR, Township of Lindsay:

- ◆ the manufacture, repair and storage of machine tools and parts; and
- ◆ the warehousing and sale of parts and industrial supplies.

5.6.4.2 Locational Criteria

Permitted Industrial uses shall be located in conformity with the following:

- ◆ adequate on-site parking and loading spaces are provided;
- ◆ be in conformity with the MDS formula;
- ◆ be sensitive to the natural environment by minimizing impacts on water

This Agreement of Purchase and Sale dated this day of 20.....

BUYER, (Full legal names of all Buyers) agrees to purchase from

SELLER, (Full legal names of all Sellers) the following

REAL PROPERTY:

Address.....

fronting on the side of.....

in the

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

and legally described as

..... (Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$).....

..... Dollars

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

..... Dollars (CDN\$).....

by negotiable cheque payable to "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 attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This Offer shall be irrevocable by until a.m./p.m. on the day of 20, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the 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 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 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:**

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:**

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

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 the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property 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): 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the..... day of....., 20....., (Requisition Date) to examine the title to the property at Buyer's 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use(.....) 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. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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.
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 Seller's expense to obtain any necessary consent by completion.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.
18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
19. **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.
20. **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.
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 may be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.
23. **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.
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):

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) (Seal) DATE.....
 (Witness) (Buyer) (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) (Seal) DATE.....
 (Witness) (Seller) (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 with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

..... (Witness) (Spouse) (Seal) DATE.....

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at.....a m /p.m. this.....day of....., 20.....

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

INFORMATION ON BROKERAGE(S)

Listing Brokerage..... Tel.No.

 Co-op/Buyer Brokerage..... Tel.No.

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..... Address..... 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..... Address..... Tel No FAX No.
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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]

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

BUYER,....., and

SELLER,.....

for the purchase and sale of

..... dated the day of, 20.....

Buyer agrees to pay the balance as follows:

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):