

THE CORPORATION OF THE VILLAGE OF COBDEN  
By-Law No. 1990-24

Being a By-law to acquire land.

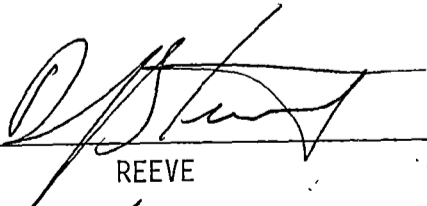
WHEREAS under Section 193 of the Municipal Act, R.S.O. 1980, ch. 302 as amended provides that a Council may pass by-laws to acquire any land required for the purposes of The Corporation of the Village of Cobden;

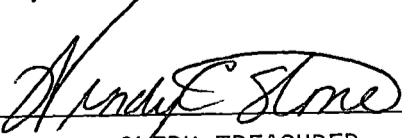
AND WHEREAS Lots 109 and 110, Plan 65 are required for municipal purposes;

NOW THEREFORE THE MUNICIPAL CORPORATION OF THE VILLAGE OF COBDEN enacts as follows:

1. That the Reeve and Clerk be and are hereby authorized to enter into an Agreement of Purchase and Sale with Emerson Hartwick and Shirley Hartwick in accordance with the terms set out in Schedule "A" attached hereto, which forms a part hereof;
2. That the Reeve and Clerk are hereby authorized to do all acts and things necessary to complete the purchase of the subject lands as provided for in said Schedule "A".

READ A FIRST AND SECOND TIME THIS 5th DAY OF December 1990  
READ A THIRD AND FINAL TIME THIS 5th DAY OF December 1990

  
\_\_\_\_\_  
REEVE

  
\_\_\_\_\_  
CLERK\_TREASURER

# OFFER TO PURCHASE AGREEMENT OF PURCHASE AND SALE

I/WE THE VILLAGE OF COBDEN  
of the VILLAGE of COBDEN (as Purchaser) having inspected the Property hereby agree to and with  
EMERSON HARTWICK and SHIRLEY HARTWICK  
(as Vendor), through REMAX PEMBROKE REALTY INC. Agent for Vendor  
to purchase all and singular the premises situate on the south side of Highway 17  
in the Village of Cobden  
known as Village Lots (herein called "the Property")  
having frontage of about 99 feet more or less, by a depth of about 144 feet more or less,  
being Lots 109 & 110 ~~xxxx~~ according to Plan No. 65  
Registered in the Land Registry Office at Pembroke  
at the price or sum of THREE THOUSAND Dollars (\$ 3,000.00)  
as follows: ONE HUNDRED Dollars (\$ 100.00)  
cash or certified cheque to the said Agent / Vendor on this date as a deposit to be held in trust pending completion or other termination of this Agreement, and to be credited on account of purchase money on closing, and covenant, promise and agree to pay the balance due on closing by  
cash or certified cheque, subject to the usual adjustments.

The Vendor represents and warrants that during the period of his occupancy of the Property and, to the best of his knowledge, prior thereto, no building on the Property has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction.

All fixtures shall remain with the Property, except:

and the following chattels, the property of the Vendor, shall be included in this sale for the price above-mentioned:

This Offer shall be irrevocable by the Purchaser until 6:00 P.M. on the twenty-first day of December 1990 after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under his control; and provided the same have been complied with, the Purchaser to accept the Property subject to Municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the land.

The Purchaser to be allowed until closing ~~days from the date of acceptance~~ of this Offer to investigate the title at his own expense, and if within that time he shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non-compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, or that the buildings on the Property may not be insured against risk of fire, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

The Vendor hereby consents to the municipality releasing to the purchaser details of all outstanding Municipal work orders or deficiency notices affecting the Property.

This Agreement shall be completed on or before the thirty-first day of December 1990 on which date vacant possession of the Property is to be given to the Purchaser unless otherwise provided for herein.

Until completion of sale all buildings and equipment on the Property shall be and remain at the risk of the Vendor until closing and the Vendor will hold all policies of insurance effected on the Property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys theretofore paid on account of this purchase.

Unearned fire insurance premiums, fuel, taxes, interest, rentals and all local improvements and water rates to be proportioned and allowed to the date of completion of sale.

Transfer / Deed to be prepared at the expense of the Vendor in a form acceptable to the Purchaser's Solicitor, and if a Charge / Mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor's Solicitor.

The Transfer / Deed to be given to the Purchaser shall contain a statement completed by the Vendor and the Vendor's Solicitor pursuant to Section 49(21a) of the Planning Act, 1983.

This Agreement shall be effective to create an interest in the real property only if the applicable land division provisions of the Planning Act are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance.

The Vendor, on or before completion, will produce evidence that he is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if he is a "non-resident person" will fully comply with the provisions of Section 116 of the said Act prior to completion.

The Affidavit of Residence and of Value of the Consideration required under the Land Transfer Tax Act shall be prepared by the Purchaser.

If the Spouse of the Vendor has not executed this Agreement, the Vendor represents and warrants that the completion of this transaction will not contravene the provisions of the Family Law Act, 1986.

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence of this Agreement.

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

Each party to pay the costs of registration and taxes on his own documents.

This Offer and its acceptance to be read with all changes of gender or number required by the context.

DATED at ..... this ..... day of December ..... 19 90

IN WITNESS WHEREOF ..... have hereunto set ..... hand ..... and seal.

SIGNED, SEALED AND DELIVERED in the presence of:

Nancy Bennett

[Signatures of Purchaser and another Purchaser] (Affix Seal) Purchaser (Affix Seal) Purchaser

I/WE, hereby accept the above Offer and its terms, and covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and we hereby accept the deposit of \$ 100.00 out of which the Agent hereby authorized to retain a commission of ..... per cent of an amount equal to the above mentioned sale price; PROVIDED that no commission shall be payable unless and until this transaction is completed.

The Spouse of the Vendor hereby consents to the sale of the Property and agrees to join in the conveyance thereof. (Strike out above if not applicable)

DATED AT ..... this ..... day of ..... 19 .....

IN WITNESS WHEREOF ..... have hereunto set ..... hand ..... and seal.

SIGNED, SEALED AND DELIVERED in the presence of:

[Signatures of Vendor, Vendor, Spouse of the Vendor] (Affix Seal) Vendor (Affix Seal) Vendor (Affix Seal) Spouse of the Vendor

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

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

(Vendor) Date

(Purchaser) Date

(Vendor) Date

(Purchaser) Date

Address: .....

Address: .....

Telephone No. ....

Telephone No. ....

Vendor's Solicitor .....

Purchaser's Solicitor David A. Stewart

P.O.Box 338, Renfrew, Ontario, K7V4A4 432-5844

RECEIVED

DEC - 3 1990

Ans'd.....

**McNAB, STEWART & PRINCE**

BARRISTERS - SOLICITORS  
NOTARIES PUBLIC

A. A. McNAB, O.C.  
D. A. STEWART, B.A., LL.B.  
T. J. PRINCE, B.A., LL.B.  
S. L. ANDERSON, B.A., LL.B.

117 RAGLAN STREET SOUTH  
P. O. BOX 338

*Renfrew, Ontario*  
K7V 4A4

TELEPHONE  
613/432-5844

BRANCH OFFICE  
COBDEN, ONTARIO

November 30, 1990.

Municipal Offices,  
Village of Cobden,  
COBDEN, Ontario.  
K0J 1K0

**Attention: Wendy Stone**

Dear Wendy:

**Re: Purchase from Hartwick**

Enclosed herewith please find a draft by-law, along with draft Offer to Purchase. If the by-law is satisfactory to the Council, it ought to be passed at your next meeting so that the Reeve and yourself can enter into the Agreement of Purchase and Sale with Hartwick and close the transaction.

Kindly advise if and when the by-law is passed and provide me with two certified copies.

Yours truly,

McNAB, STEWART & PRINCE.



David A. Stewart.

DAS/mm

Encl:

The offer to purchase is to be  
attached to the by-law

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Each party to pay the costs of registration and taxes on his own documents.

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DATED at ..... this ..... day of December 19 90

IN WITNESS WHEREOF ..... have hereunto set ..... hand ..... and seal.

SIGNED, SEALED AND DELIVERED in the presence of:

Nancy Bennett

David Stewart Purchaser (Affix Seal)
Kathy Stone Purchaser (Affix Seal)

I/WE, hereby accept the above Offer and its terms, and covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and we hereby accept the deposit of \$ 100,000 out of which the Agent hereby authorized to retain a commission of ..... per cent of an amount equal to the above mentioned sale price; PROVIDED that no commission shall be payable unless and until this transaction is completed.

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DATED AT ..... this ..... day of ..... 19.....

IN WITNESS WHEREOF ..... have hereunto set ..... hand ..... and seal.

SIGNED, SEALED AND DELIVERED In the presence of:

Vendor (Affix Seal)
Vendor (Affix Seal)
Spouse of the Vendor (Affix Seal)

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

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

(Vendor) Date

(Purchaser) Date

(Vendor) Date

(Purchaser) Date

Address:.....

Address:.....

Telephone No. ....

Telephone No. ....

Vendor's Solicitor .....

Purchaser's Solicitor David A. Stewart

P.O.Box 338, Renfrew, Ontario, K7V4A4
432-5844