

# **The Corporation of the Municipality of West Grey**

## **By-law Number 51 - 2018**

**Being,** a By-law to formally authorize the Mayor and CAO/Deputy Clerk to enter into an Agreement of Purchase and Sale respecting the sale of property owned by the Corporation of the Municipality of West Grey to William Harold Sanderson and Patricia Lillian Sanderson, described as Plan 502, Part 2, Plan 16R10340, Pt Lots 23 & 24, Part 3, Plan 16R10340, Pt Lots 22, 23 & 24, West of Rock Street, Pt of PIN 37319-0261, former Geographic Town of Durham, Municipality of West Grey, County of Grey;

**Whereas,** the Council of the Municipality of West Grey deems it desirable to formally authorize by by-law, the Mayor and CAO/Deputy Clerk to enter into an Agreement of Purchase and Sale to sell the aforementioned property to William Harold Sanderson and Patricia Lillian Sanderson;

**Now Therefore the Council of the Municipality of West Grey hereby enacts as follows:**

1. **That,** the Mayor and CAO/Deputy Clerk are hereby formally authorized to enter into an Agreement of Purchase and Sale respecting the sale of property owned by the Corporation of the Municipality of West Grey to William Harold Sanderson and Patricia Lillian Sanderson, described as Plan 502, Part 2, Plan 16R10340, Pt Lots 23 & 24, Part 3, Plan 16R10340, Pt Lots 22, 23 & 24, West of Rock Street, Pt of PIN 37319-0261, former Geographic Town of Durham, Municipality of West Grey, County of Grey, attached as Schedule "A" to the by-law, and forming part of this by-law, for the purchase price of Three Hundred and Ten Thousand Dollars (\$310,000.00), including HST, as applicable.
2. **That,** The Mayor and CAO/Deputy Clerk are hereby authorized and directed to execute the Agreement of Purchase and Sale on behalf of The Corporation of the Municipality of West Grey, and the CAO/Deputy Clerk to affix the Corporate seal thereto, to any related documentation for the sale of the said lands described in clause 1 hereof.
3. **That,** this by-law shall come into force and take effect on the date of its final passing.

**Read a first and second time this 7<sup>th</sup> day of May, 2018.**

**Read a third time and finally passed, this 7<sup>th</sup> day of May, 2018.**

**(Signed)**  
\_\_\_\_\_  
**Kevin Eccles, Mayor**

**(Signed)**  
\_\_\_\_\_  
**Mark Turner, Clerk**

**Schedule "A" to By-law Number 51 - 2018**

**Municipality of**



**Agreement of Purchase and Sale – William  
Harold Sanderson & Patricia Lillian Sanderson**

# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 11 day of April 2018

**BUYER,** WILLIAM HAROLD SANDERSON and PATRICIA LILLIAN SANDERSON, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER,** MUNICIPALITY OF WEST GREY, the following  
(Full legal names of all Sellers)

### REAL PROPERTY:

Address 545 George Street East, Durham, Ontario, N0G 1R0

fronting on the South side of George Street East

in the Municipality of West Grey

and having a frontage of 70.03 feet more or less by a depth of 141.99 feet more or less

and legally described as Part Lots 23 & 24, being Part 2, Ref. Plan 16R-10340 & Part Lots 22, 23, & 24, being Part 3 on

Ref. Plan 16R-10340, West of Rock Street, Plan 502, Pt. of Pin 37319-0261, Municipality of West Grey (the "property")  
(Legal description of land including easements not described elsewhere)

### PURCHASE PRICE:

Dollars (CDN\$) 310,000.00

Three Hundred Ten Thousand Dollars

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

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to Wilfred McIntee & Co. Limited Brokerage "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 Buyer until 5:00 p.m. on the 17 day of April 2018, 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.  
(Seller/Buyer)

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 7 day of June 2018. 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):



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3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for 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.: 519-369-2274  
(For delivery of Documents to Seller)

FAX No.: 519-369-2274  
(For delivery of Documents to Buyer)

Email Address: glen.reay@mcintee.ca  
(For delivery of Documents to Seller)

Email Address: glen.reay@mcintee.ca  
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:** .....  
Electric stove, gazebo frame on deck, AC in master bedroom, Selling "as is"

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:** .....  
None


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

None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in ..... 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.  
(included in/in addition to)

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



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8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 31 day of May, 2018, (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 (Residential) 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 selling 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.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. 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 shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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**28. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

(Witness) Glen G. Reay  
 (Witness) Glen G. Reay

IN WITNESS whereof I have hereunto set my hand and seal:

(Buyer) Narell Sanderson (Seal) DATE 11 Apr 2018  
 (Buyer) Patricia Sanderson (Seal) DATE 11 Apr 2018

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:

(Witness) [Signature]  
 (Witness) [Signature]

IN WITNESS whereof I have hereunto set my hand and seal:

(Seller) Kevin Eccles (Seal) DATE April 17, 2018  
 (Seller) Jean Juska (Seal) DATE April 17, 2018

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) \_\_\_\_\_ (Spouse) \_\_\_\_\_ (Seal) DATE \_\_\_\_\_

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 12:25 pm this 17th day of April, 2018.

Kevin Eccles  
Jean Juska  
 (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)	
Listing Brokerage <u>WILFRED MCINTEE &amp; CO. LTD. Brokerage (DUR)</u>	Tel.No. <u>(519) 369-2128</u>
<u>GLEN G. REAY</u> (Salesperson / Broker Name)	
Co-op/Buyer Brokerage <u>WILFRED MCINTEE &amp; CO. LTD. Brokerage (DUR)</u>	Tel.No. <u>(519) 369-2128</u>
<u>GLEN G. REAY</u> (Salesperson / Broker Name)	

**ACKNOWLEDGEMENT**

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

(Seller) Kevin Eccles DATE April 17, 2018  
 (Seller) Jean Juska DATE April 17, 2018  
 Address for Service 402813 Grey Rd 9, RR2  
Durham, ON, N0G 1R0 Tel.No. 519-369-2200  
 Seller's Lawyer Johansen & Schwab Professional Corp.  
 Address 4th Jennifer Schwab 21 Main St E, Markham, ON  
N0C 1R0  
 Email jennifer@johansenandschwab.ca  
519-986-2100 519-986-2904  
 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.

(Buyer) \_\_\_\_\_ DATE \_\_\_\_\_  
 (Buyer) \_\_\_\_\_ DATE \_\_\_\_\_  
 Address for Service \_\_\_\_\_  
 \_\_\_\_\_ Tel.No. \_\_\_\_\_  
 Buyer's Lawyer \_\_\_\_\_  
 Address \_\_\_\_\_  
 Email \_\_\_\_\_  
 \_\_\_\_\_ Tel.No. \_\_\_\_\_ FAX No. \_\_\_\_\_

FOR OFFICE USE ONLY	COMMISSION TRUST AGREEMENT
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale.	Acknowledged by: <u>Glen G. Reay</u> (Authorized to bind the Listing Brokerage)
	<u>Glen G. Reay</u> (Authorized to bind the Co-operating Brokerage)

**Schedule A  
Agreement of Purchase and Sale**

**Form 100**  
for use in the Province of Ontario

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

**BUYER,** WILLIAM HAROLD SANDERSON and PATRICIA LILLIAN SANDERSON, and

**SELLER,** MUNICIPALITY OF WEST GREY

for the purchase and sale of 545 George Street East, Durham, Ontario, N0G 1R0 West Grey

dated the 11 day of April, 2018

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.

The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall place the deposit in its interest bearing real estate trust account, which earns interest at half of 1% per annum, and the Deposit Holder shall pay any interest it earns or receives on the deposit to the beneficial owner of the trust money, provided the amount of the interest that the Deposit Holder earns or receives on the deposit is equal to or greater than \$75.00. The parties to this Agreement of Purchase and Sale hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or retained on the deposit, which is less than \$75.00.

Municipality of West Grey agrees to include all of the above described property on closing, save for Parts 1 and 4 which the Municipality will be retaining.

The Buyer shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that notice is given to the Seller. The Seller agrees to provide access to the property for the purpose of this inspection.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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**Schedule A  
Agreement of Purchase and Sale**

**Form 100**  
for use in the Province of Ontario

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

**BUYER,** WILLIAM HAROLD SANDERSON and PATRICIA LILLIAN SANDERSON....., and

**SELLER,** MUNICIPALITY OF WEST GREY.....

for the purchase and sale of 545 George Street East, Durham, Ontario, N0G 1R0 ..... West Grey.....

..... dated the 29<sup>th</sup> day of March April....., 20 18

The Seller acknowledges and Buyer agrees that an easement will be granted by the Seller in favour of the Buyer over the property marked in the colour "red" on the attached document, which pieces are also know as Parts 1 and 4 of Reference Plan 16R-10340. The easement will be for the purpose of providing the Buyer with access to the rear year and to allow them to maintain the side of the dwelling, and the Seller's Solicitor shall be responsible for the preparing and registering the easement. The Buyer is therefore aware that the Seller will be retaining the parts marked in "red". The Buyer agrees that they will be receiving the parts marked in "yellow", which are also know as Parts 2 and 3 on Reference Pan 16R-10340.

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

INITIALS OF BUYER(S):

*WS PS*

INITIALS OF SELLER(S):

*WLG*

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**Form 810**

for use in the Province of Ontario

**The REALTOR® Consumer Relationship**

In Ontario, the real estate profession is governed by the Real Estate and Business Brokers Act, 2002, and Associated Regulations (REBBA 2002 or Act), administered by the Real Estate Council of Ontario (RECO). All Ontario REALTORS® are registered under the Act and governed by its provisions. REBBA 2002 is consumer protection legislation, regulating the conduct of real estate brokerages and their salespeople/brokers. The Act provides consumer protection in the form of deposit insurance and requires every salesperson/broker to carry errors & omission [E&O] insurance.

When you choose to use the services of a REALTOR®, it is important to understand that this individual works on behalf of a real estate brokerage, usually a company. The brokerage is operated by a Broker of Record, who has the ultimate responsibility for the employees registered with the brokerage. When you sign a contract, it is with the brokerage, not with the salesperson/broker employee.

The Act also requires that the brokerage (usually through its REALTORS®) explain the types of service alternatives available to consumers and the services the brokerage will be providing. The brokerage must document the relationship being created between the brokerage and the consumer, and submit it to the consumer for his/her approval and signature. The most common relationships are "client" and "customer", but other options may be available in the marketplace.

**Client**

A "client" relationship creates the highest form of obligation for a REALTOR® to a consumer. The brokerage and its salespeople/brokers have a fiduciary (legal) relationship with the client and represent the interests of the client in a real estate transaction. The REALTOR® will establish this relationship with the use of a representation agreement, called a Listing Agreement with the seller and a Buyer Representation Agreement with the buyer. The agreement contains an explanation of the services the brokerage will be providing, the fee arrangement for those services, the obligations the client will have under the agreement, and the expiry date of the agreement. Ensure that you have read and fully understand any such agreement before you sign the document.

Once a brokerage and a consumer enter into a client relationship, the brokerage must protect the interests of the client and do what is best for the client. A brokerage must strive for the benefit of the client and must not disclose a client's confidential information to others. Under the Act, the brokerage must also make reasonable efforts to determine any material facts relating to the transaction that would be of interest to the client and must inform the client of those facts. Although they are representing the interests of their client, they must still treat all parties to the transaction with fairness, honesty, and integrity.

**Customer**

A buyer or seller may not wish to be under contract as a client with the brokerage but would rather be treated as a customer. A REALTOR® is obligated to treat every person in a real estate transaction with honesty, fairness, and integrity, but unlike a client, provides a customer with a restricted level of service. Services provided to a customer may include showing the property or properties, drafting the offer, presenting the offer, etc. Brokerages use a Customer Service Agreement to document the services they are providing to a buyer or seller customer.

Under the Act, the REALTOR® has disclosure obligations to a customer and must disclose material facts known to the brokerage that relate to the transaction.

**What Happens When...**

Buyer(s) and the seller(s) are sometimes under contract with the same brokerage when properties are being shown or an offer is being contemplated. There can also be instances when there is more than one offer on a property and more than one buyer and seller are under a representation agreement with the same brokerage. This situation is referred to as multiple representation. Under the Act, the REALTORS® and their brokerage must make sure all buyers, sellers, and their REALTORS® confirm in writing that they acknowledge, understand, and consent to the situation before their offer is made. REALTORS® typically use what is called a Confirmation of Co-operation and Representation form to document this situation.

Offer negotiations may become stressful, so if you have any questions when reference is made to multiple representation or multiple offers, please ask your REALTOR® for an explanation.

**Critical Information**

REALTORS® are obligated to disclose facts that may affect a buying or selling decision. It may be difficult for a REALTOR® to judge what facts are important. They also may not be in a position to know a fact. You should communicate to your REALTOR® what information and facts about a property are important to you in making a buying or selling decision, and document this information to avoid any misunderstandings and/or unpleasant surprises.

Similarly, services that are important to you and are to be performed by the brokerage, or promises that have been made to you, should be documented in your contract with the brokerage and its salesperson/broker.

To ensure the best possible real estate experience, make sure all your questions are answered by your REALTOR®. You should read and understand every contract before you finalize it.

**Acknowledgement by:** MUN. OF WEST GREY and WILLIAM SANDERSON & PATRICIA SANDERSON

(Names)

I/we have read, understand, and have received a copy of Working with a REALTOR®

**Sellers:** As seller(s), I/we understand that

WILFRED McINTEE & CO. LIMITED BROKERAGE

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other sellers and buyers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

[Signature] (Date) April 17, 2018

[Signature] (Date) April 17, 2018

**Buyers:** As buyer(s), I/we understand that

WILFRED McINTEE & CO. LIMITED BROKERAGE

(Name of Brokerage)

(initial one)

Is representing my interests, to be documented in a separate written agency representation agreement, and I understand the brokerage may represent and/or provide customer service to other buyers and sellers.

Is not representing my interests, to be documented in a separate written customer service agreement, but will act in a fair, ethical and professional manner.

[Signature] (Date) 11 April 2018

[Signature] (Date) 11 April 2018

Please note that Federal legislation requires REALTORS® to verify the identity of sellers and buyers with whom they are working. For the purposes of this information, the term "seller" can be interpreted as "landlord" and "buyer" can mean "tenant." This form is for information only and is not a contract.

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