

OFFER TO PURCHASE

I/We _____

of the Town/City/Municipality of _____, in the Province of Ontario,

If Corporation
Principal Shareholder: _____

Signing Officer(s): _____

In care of: _____
Purchaser'(s) Solicitor

Address

Tel #

Fax#

hereinafter called the Purchaser,

hereby agree to and with the CITY OF HAMILTON,

hereinafter called the Vendor,

to purchase all and singular that certain Part of parcel and premises situate in the City of Hamilton municipally known as **272 Sherman Avenue South, Hamilton, Ontario** and being composed of a parcel of land improved with a brick heritage schoolhouse building and legally described as:

Firstly: Part of Lots 99, 100, 101, 102, and 103 on Registered Plan 482, as in Instrument Number CD208941, Subject to and Together with Instrument Number CD47249, being All of the PIN 17113-0123 (LT), City of Hamilton; and

Secondly: Part of Lots 98, 99, 103, 103, 105, and 106 on Registered Plan 482, as in VM189180, being All of the PIN 17113-0115 (LT), City of Hamilton, more specifically illustrated on sketch attached hereto as Schedule "A" (hereinafter called the "Subject Property").

The Purchase Price for the said lands shall be _____
_____ DOLLARS (\$_____)

of lawful money of Canada, payable as follows:

(a) On the execution of this Offer to Purchase a deposit of 10% of the Purchase Price, _____ DOLLARS (\$_____) by certified cheque or bank draft payable to the Vendor.

(b) The balance of the purchase price namely _____ DOLLARS (\$_____), subject to adjustments, by certified cheque on the closing of this transaction.

Forming part of this Offer to Purchase is Schedule "**A**"

Provided that this Offer to Purchase is subject to the following conditions:

1. This **Offer shall be irrevocable by the Purchaser** and may be accepted by the Vendor up to but not after the _____ day of _____ 2023, by a letter mailed or delivered by the City Solicitor to the Purchaser's Solicitor as written above.
2. In the event that this Offer is not accepted, this Offer and everything herein contained shall be null and void and no longer binding upon any of the parties hereto and the deposit shall be returned by the Vendor without interest and the Vendor shall not be liable for any damages or costs.

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3. In the event of and upon the acceptance of this Offer, this Offer and the letter of acceptance shall be a binding contract of purchase and sale and shall be completed in accordance with the terms herein and subject to Council approval hereof.
4. title to the Subject Property is good and free from all encumbrances, except as to any registered easements, restrictions or covenants and any physical encumbrances as provided in section 16.
5. The Purchaser is not to call for the production of any title deeds, abstract or evidence of title except such as are in the possession of the Vendor.
6. The Purchaser is to be allowed **thirty (30)** days prior to closing to examine the title at his own expense. If within that time any valid objection to title is made in writing to the Vendor, or its Solicitor, which the Vendor shall be unable or unwilling to remove and which the Purchaser will not waive, the contract arising out of the acceptance of this Offer shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and all monies shall be returned by the Vendor without interest and it shall not be liable for any damages or costs. 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 real property.
7. This transaction shall be closed on or before the ____ day of _____, 2023.
8. On the closing of this transaction, the Vendor will convey the said lands to the Purchaser by a good and sufficient deed thereof in fee simple, free and clear of dower rights and all encumbrances, except as to any registered restrictions or covenants, and shall and shall use its best efforts to deliver vacant possession of the said Subject Property to the purchaser free of all tenancies.
9. The Purchaser shall assume all taxes, local improvements, water and sewer rates from the date set out in Paragraph 7 hereof.
10. The Transfer is to be prepared at the expense of the Vendor. The Transfer is to be registered at the expense of the Purchaser.
11. This Agreement and its acceptance is to be read with all changes of gender or number required by the context.
12. This Agreement may not be assigned by the Purchaser.
13. In the event of failure of the Purchaser to complete this transaction by the date set out in Paragraph 7 hereof, the deposit shall be forfeited to the Vendor as liquidated damages, in addition to any other right or remedy to which the Vendor may be entitled hereunder.
14. The Purchase Price does not include Harmonized Sales Tax ("HST") and, if this transaction is subject to HST, then applicable HST shall be in addition to the Purchase Price. All HST shall be collected and remitted as required by law. The Purchaser shall provide the Vendor with the Purchaser's HST registration number, and evidence satisfactory to the Vendor that such registration is in good standing and has not been varied or revoked. The Purchaser does hereby indemnify and save harmless the Vendor from and against any liability for payment of any HST in respect of this transaction of purchase and sale. The Vendor and Purchaser agree with each other that the provisions of this section shall not merge on the closing of this transaction, or upon the registration of a deed on title, but shall continue thereafter in full force and effect.
15. Any tender of documents required in connection with the herein transaction shall be made as follows by way of the delivery by facsimile transmission upon the solicitor for the non-tendering party by five (5:00) p.m. on the day of closing of the following:
 - (a) Executed non-registration closing documents;
 - (b) Paper copy of registrations documents electronically messaged by Teraview electronic mail, signed for completeness by the tendering party's solicitor;

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- (c) If acting for the Purchaser, a copy of the certified cheque, solicitor's trust cheque or in the case of payment by the City, a copy of the City's cheque for the balance due on closing; and
 - (d) Covering letter detailing enclosures.
16. (a) The Purchaser acknowledges and agrees that except as expressed herein:
- i. there have been no representations and/or warranties by the Vendor whatsoever with respect to the Subject Property and that the Subject Property is being purchased on an "as is", "where is" basis;
 - ii. it submits the Offer to Purchase contemplated by this Agreement without any representations or warranties from the Vendor with respect to the Subject Property;
 - iii. it is understood and agreed by the Purchaser that the Vendor has not warranted the suitability of the Subject Property for any development use or any other proposed use by the Purchaser;
 - iv. the Purchaser agrees to assume any and all risks relating to the physical condition of the Subject Property, any physical encumbrances or encroachments by adjacent properties, and any and all environmental liabilities relating to the Subject Property, which existed on the lands on or prior to the closing date, even if not existing on the date of this offer, including but not limited to any liability for clean-up of any hazardous substances on or under the Subject Property. Neither the Purchaser nor any permitted occupant shall have any recourse to the Vendor as a result of the nature and condition of the Subject Property;
 - v. the Vendor makes no representation, warranty, condition, either express or implied, as to soil or other environmental conditions, utilities, fitness for purpose, zoning and building by-laws, parkland, road widenings, or other possible dedications, or as to charges, levies, exemptions, and regulations of the City of Hamilton, utilities or any regulatory authorities.
 - vi. Nothing herein shall reduce, amend, or fetter the discretion of the Vendor in its capacity as regulatory authority under any applicable legislation and the Purchaser shall be responsible for any fees and charges including development, sewer, parkland dedication and other charges levied by any government bodies; and
 - vii. the Purchaser shall indemnify, defend and save harmless the Vendor from any and all claims, costs, damages, demands, fines or awards that may arise directly or indirectly as a result of the condition of the Subject Property, including any environmental conditions or illegal activities in or on the Subject Property.
17. The Vendor does not have in its possession a plan of survey. If a survey plan is required by the Purchaser, the Purchaser shall arrange to obtain a plan of survey at his/her own expense.
18. The Purchaser acknowledges and agrees that the Vendor will not be sharing the cost of construction of any perimeter fencing should the Purchaser wish same in the future.
19. The Purchaser acknowledges and agrees that this Offer to Purchase agreement and any or all of its terms and conditions, covenants, warranties and restrictions or stipulations shall not expire or merge on the closing of this transaction or upon the registration of a deed on title but shall survive the closing of this transaction.
20. Time shall be of the essence hereof, provided that the time for doing or the completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors, who are hereby expressly appointed in this regard. In the event that any date or expiration of time period provided for in this Agreement falls upon a Saturday, Sunday or statutory holiday, it is understood and agreed that such date or time period shall be deemed extended to the next business day following such Saturday, Sunday or statutory holiday.

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- 21. If there is a conflict between any provision written or typed in this Agreement (including any Schedule(s) to this Agreement) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule(s) attached hereto shall constitute the entire Agreement between the Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, whether direct or collateral or expressed or implied, which induced any party hereto to enter into this Agreement or on which reliance is placed by any such party, or which affects this Agreement or the property or supported hereby, other than as expressed herein.

- 22. The Purchaser acknowledges that, in approving this Offer to Purchase, the approval of this sale does not constrain the discretion of the City of Hamilton to determine whether to approve or deny any re-zoning or site plan application, Heritage Permit application or any other submission on the Subject Property or any adjacent lands and any denial of any such application shall not be deemed to be acting in bad faith on the part of the City.

- 23. Time shall be of the essence of this Agreement, which shall enure to the benefit of and be binding upon the Purchaser, his heirs, executors, administrators, successors and assigns, and shall enure to the benefit of and be binding upon the Vendor, its successors and assigns.

DATED at _____, Ontario this _____ day of _____, 2023.

SIGNED, SEALED AND DELIVERED)

in the presence of

)
)
) _____
) signature/I have the authority to bind the Corporation
)
)
) _____
) printed name of signatory
)
)
) _____
) signature/ I have the authority to bind the Corporation
)
)
) _____
) printed name of signatory

City Solicitor:

Legal Services Section, Corporate Services Department
City of Hamilton
5th Floor, 50 Main Street East
Hamilton, Ontario L8N 1E9
Telephone: (905) 546-4520
Fax: (905) 546-4370

SCHEDULE "A" to Offer to Purchase

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