

OFFER TO PURCHASE
(PERMANENT HIGHWAY CLOSURE)

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 # _____ Email _____

_____ hereinafter called the Purchaser,

hereby agree to and with the **CITY OF HAMILTON**, _____ hereinafter called the Vendor or the City,

to purchase all and singular that certain parcel or tract of land and premises situate in the City of Hamilton, municipally known as **79 Frederick Avenue, Hamilton**, Ontario and being composed of a parcel of vacant land legally described as:

Part of Frederick Avenue, and All of the 1 Foot Reserve on Registered Plan 395 lying east of Lots 53 & 54 on Plan 297, in the City of Hamilton. Designated as Parts 1 and 2 on Plan 62R-22621. Being Part of PIN 17245-0229 (LT), more specifically as illustrated on sketch attached hereto as Schedule "A" (the "Subject Property")

at the price of _____ DOLLARS (\$ _____) of lawful money of Canada, payable as follows (the "Purchase Price"):

- (a) On the execution of this Offer to Purchase (the "Offer"), a deposit of ten percent (10%) of the Purchase Price, _____ DOLLARS (\$ _____) by certified cheque 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.

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** _____, **202_** 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.
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 hereof and subject to Council approval.
4. The title is good and free from all encumbrances, except as to any registered restrictions or covenants.
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 the Vendor 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 _____, 2026 (the “Closing Date”).
8. The Purchaser agrees with the Vendor, to the following covenants, warranties, conditions and restrictions, and agrees that the transfer to it of the said Subject Property, shall be subject to the following covenants, warranties, conditions and restrictions, which shall not merge on the closing of this transaction but shall continue on after the day of closing and run with the land:
- (a) The Purchaser shall obtain the approval of the City for any development on the said Subject Property, prior to commencing construction of such development;
 - (b) The Purchaser shall obtain all government permits and approvals and satisfy all requirements and restrictions of the City, and all other agencies, at its own cost;
 - (c) The Purchaser shall commence construction in accordance with the current zoning upon the said Subject Property within twenty-four (24) months of the Closing Date of this transaction;
 - (d) The Purchaser shall complete said construction within forty-eight (48) months of the Closing Date of this transaction. The building is considered completed upon the issuance of an Occupancy Permit by the City;
 - (e) No transfer of all or part of the said Subject Property, or the controlling interest thereof, shall be made by the Purchaser until the City confirms that the covenants in Paragraph 8(a) through 8(d) have been complied with, which covenants shall be registered on title to the Subject Property, or to any property severed from the Subject Property, by the City, at the expense of the Purchaser;
 - (f) The Purchaser is responsible for the construction of a driveway from the travelled portion of the road allowance to the property line;
 - (g) The Purchaser is responsible for water lateral connections to the said Subject Property and any requirements for storm water management affecting the said Subject Property;
 - (h) If the Purchaser fails to comply with the conditions in Paragraph 8(c) and 8(d) within the time required, then the City shall have the option, which option is granted to the City by the Purchaser for good and valuable consideration, to re-purchase the Subject Property and to receive a conveyance of it free and clear of all charges and encumbrances, liens, claims or adverse interests whatsoever, and the City agrees to pay the Purchaser the original Purchase Price for the said Subject Property:
 - (i) less the deposit;
 - (ii) less real estate commission;
 - (iii) less all realty/property taxes due and owing on the Subject Property to the date that the Subject Property is to be transferred to the municipality, whether or not these realty/property taxes have been assessed or billed;
 - (iv) less arrears of realty/property taxes, penalty and interest (including local improvement charges);
 - (v) less amounts required to discharge any mortgages, liens, charges or other encumbrances, claims, or adverse interests whatsoever against the said Subject Property;
 - (vi) less the costs of the Transferor incurred in entering on the Subject Property and retaking and reselling the Subject Property; and
 - (vii) without increase or compensation for any improvements, additions, alterations in, on or under the said Subject Property.

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9. The Purchaser acknowledges and agrees that the Purchaser is responsible for all costs, charges, fees, levies and rates affecting the said Subject Property and for providing all services required on the said Subject Property. In particular, and without limiting the generality of the foregoing, the Purchaser is responsible for the following:
- (a) Municipal and realty taxes;
 - (b) Municipal local improvement charges for streets, sidewalks and curbs;
 - (c) Municipal local improvement charges for water supply, storm sewers and sanitary sewers;
 - (d) Building permit application fee;
 - (e) Any Special Charge upon application for a building permit;
 - (f) Storm, sanitary sewers, water lines, their connections and laterals under the street and under the said Subject Property;
 - (g) All utility connections to the said Subject Property; and
 - (h) The construction of a driveway to and over the said Subject Property.
10. This transaction is subject to the following conditions being fulfilled to the satisfaction of the City on or before the completion of the sale of land to the Purchaser:
- (a) Publication of Notice by the City having taken place in accordance with the City's policy for giving public notice under the Municipal Act 2001, S.O. 2001, c. 25, as amended, of Council's intent to,
 - (i) pass a by-law(s)
 - to permanently close the highway, (where a portion of the highway included in this sale is to be permanently closed by bylaw);
 - to authorize this sale of the closed highway; and/or
 - to authorize a permanent alteration to a highway (where there is a permanent alteration to a highway other than its closing subject to an alteration bylaw), [Sections 34 and 36 of the Municipal Act, 2001, S.O. 2001, c.25, as amended];
 - (b) The Purchaser at its expense obtaining and depositing a plan of survey as a Reference Plan of the subject highway (alley) satisfactory to the City's Senior Project Manager, Survey/Technical Services, Public Works Department;

ASSUMED HIGHWAYS - PROVISIONS

- (c) Where the said highway or a portion thereof included in this sale has **BEEN ASSUMED** by the City, the closing of this sale is also conditional upon;

Firstly, the passing and registration of a by-law (pursuant to Section 34 of the Municipal Act, 2001, S.O. 2001, c.25, as amended), for permanently closing the said portion of the said municipal highway;

Secondly, the City's compliance with the provisions of the Municipal Act, 2001, and with the City's policy for giving public notice, respecting permanently closing and selling highways and, in this regard, it is expressly understood and agreed that, notwithstanding acceptance of this Offer by the City, that the City in its discretion may or may not decide to pass a by-law for permanently closing and selling all or a portion of the said street: after the highway closure and sale is advertised and circulated to public agencies.

ASSIGNMENT BY PURCHASER - PROVISIONS

11. This Offer does not provide a right for the Purchaser to Assign their interest to any other person, corporation, or entity otherwise.
12. The Purchaser hereby covenants and agrees to and with the City,
- (a) that the Vendor makes no representation, warranty, condition either express or implied as to soil conditions, utilities, fitness for purpose of zoning and building by-laws. The land included in this sale is being sold as is with the Purchaser being responsible to prepare the land for the Purchaser's purposes including, without limiting the generality of the foregoing, the removal of

sidewalks, pavement, granular materials and fences. The Purchaser shall inspect the property and shall satisfy himself in respect of such matters prior to submitting this Offer;

- (b) to not object to the closure and sale of the highway and the Purchaser hereby consents to the closing of the said street, including other portions thereof, if any, being sold to others;
 - (c) to accept title to the portion of the closed street included in this sale to the Purchaser subject to all existing registered easements, all existing works of any Utility and the easements required herein;
 - (d) after taking title to the closed street from the City, the Purchaser acknowledges that he has all financial responsibility for the costs of developing the land and for the costs of obtaining all necessary services and approvals. No representation at all is made by the City on the willingness of any existing or proposed Utility to relocate or otherwise accommodate the Purchaser's use. The Purchaser is responsible for installing at his expense a fence between the land included in this sale and the adjacent land.
13. On the closing of this transaction, the Vendor will convey the said Subject Property to the Purchaser by a good and sufficient deed thereof in fee simple, free and clear of all encumbrances, subject to the matters (including easements) referred to herein and except as to any registered restrictions or covenants and shall deliver vacant possession of the said Subject Property to the Purchaser free of all tenancies.
14. The Purchaser shall assume all taxes, local improvements, water, and sewer rates from and after the date this transaction is completed with the Purchaser.
15. The Transfer is to be prepared at the expense of the Vendor. The Transfer is to be registered at the expense of the Purchaser.
16. This Agreement and its acceptance are to be read with all changes of gender or number required by the context.
17. This Agreement may not be assigned by the Purchaser without the written consent of the City.
18. 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.
19. 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.
20. 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;
 - (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.
21. (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 lands and that the lands are being purchased on an "as is", "where is" basis;
 - (ii) it submits the Offer to Purchase contemplated by this Agreement without any agreement, representation or warranty from the Vendor with respect to the Subject Property;

- (iii) it shall rely entirely upon its own environmental site assessment and other inspections and investigations with respect to the quality, quantity, value and title of the Subject Property. 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; and
 - (iv) the Purchaser agrees to assume any and all risks relating to the physical condition of the Subject Property, and any and all environmental liabilities relating to the Subject Property, which existed on the Subject Property on or prior to the closing date, 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, and 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, and regulations of the City of Hamilton, Utilities or other Regulatory Authorities.
 - (b) The Vendor makes no representations regarding the current or potential uses of the Subject Property or any other matters except as set out in this Agreement relating to the land being sold and responsibility for ascertaining these matters rest solely with the Purchaser.
 - (c) It is understood and agreed that in the event the Purchaser develops the Subject Property that he/she may be required to pay: development, sewer, parkland dedication and other charges levied by the appropriate government bodies.
22. The Purchaser indemnifies and saves 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 past illegal activities in or on the Subject Property.
23. 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.
24. 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 permitted assigns, and shall enure to the benefit of and be binding upon the Vendor, its successors and assigns.
25. The Purchaser acknowledges and agrees that this Offer to Purchase 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.
26. The Purchaser acknowledges that, in approving this Offer to Purchase, the approval of this sale does not constrain the discretion of the City Council 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.

Forming part of this Offer to Purchase is Schedule "A" attached hereto.

[Signing Page to Follow]

DATED at _____ this _____ day of _____ 2025.

[Individual Purchaser(s)]

SIGNED, SEALED AND DELIVERED	)	
in the presence of:	)	_____
	)	signature
	)	
_____	)	_____
Witness	)	printed name of signatory
	)	
	)	_____
	)	signature
	)	
_____	)	_____
Printed Name of Witness	)	printed name of signatory

[Corporate Purchaser]

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

79 Frederick Avenue, City of Hamilton

Part of Frederick Avenue, and All of the 1 Foot Reserve on Registered Plan 395 lying east of Lots 53 & 54 on Plan 297, in the City of Hamilton. Designated as Parts 1 and 2 on Plan 62R-22621, being PART of PIN 17245-0229 (LT)

