

OFFER TO PURCHASE

I/We \_\_\_\_\_ of the municipality of \_\_\_\_\_, in the Province of Ontario,

If Corporation:

Principle Shareholder: \_\_\_\_\_

Signing Officer(s): \_\_\_\_\_

In care of: \_\_\_\_\_  
Purchaser's Solicitor

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

\_\_\_\_\_  
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 situated in the City of Hamilton, (hereinafter referred to as the "Lands") and being composed of a parcel of land legally described as:

**Denison Avenue, on Registered Plan 1023, Closed by By-Law 23-123, Registered as Instrument WE1699325, in the Geographic Township of Stoney Creek, in the City of Hamilton. Being ALL of PIN 17365-0277 (LT), more specifically illustrated on sketch attached hereto as Schedule "A".**

At the price of \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_)**  
of lawful money of Canada, payable as follows:

- (a) A deposit of \_\_\_\_\_ **DOLLARS (\$\_\_\_\_\_)**  
by cash or cheque payable to the Vendor,
- (b) The balance of the purchase price, subject to adjustments, by certified cheque, bank draft or wire transfer on the closing of this transaction.

Forming part of this Offer to Purchase are Schedule(s) "**A**", attached hereto.

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 an acceptance letter, mailed or delivered by the City Solicitor to the Purchaser's Solicitor at the \_\_\_\_\_:
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 (the "Agreement") and shall be completed in accordance with the terms hereof.
4. Title to the Lands is good and free from all encumbrances, except as to any registered restrictions or covenants.
5. The Purchaser shall not 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 from the date of acceptance of the Offer 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 Lands.
7. (a) This transaction shall be closed within **thirty (30) days** after the conditions in this Offer (and in its Schedules, if any) have been fulfilled to the satisfaction of the City;  
(b) In the event that the said conditions are not fulfilled on or before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, then this Agreement shall be at an end and the deposit shall be returned to the Purchaser without interest and the City shall not be liable to reimburse the Purchaser for any expenses. The Purchaser agrees to execute, if requested, a release of this Agreement in a form satisfactory to the City Solicitor.

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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 Lands, 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 Lands, 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 Lands 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 Lands 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 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;
  - (h) The Purchaser is responsible for water lateral connections to the said Lands and any requirements for storm water management affecting the said Lands;
  - (i) 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 Lands 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 Lands:
    - (i) less the deposit;
    - (ii) less real estate commission;
    - (iii) less all realty/property taxes due and owing on the Lands to the date that the Lands 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 Lands;
    - (vi) less the costs of the Transferor incurred in entering on the Lands and retaking and reselling the Lands; and
    - (vii) without increase or compensation for any improvements, additions, alterations in, on or under the said Lands.
9. The Purchaser acknowledges and agrees that the Purchaser is responsible for all costs, charges, fees, levies and rates affecting the said Lands and for providing all services required on the said Lands. In particular, 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 Lands;
  - (g) All utility connections to the said Lands; and

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- (h) The construction of a driveway to and over the said Lands.
10. 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 deliver vacant possession of the said Lands to the Purchaser free of all tenancies.
  11. The deed or transfer is to be prepared at the expense of the Vendor. The deed is to be registered at the expense of the Purchaser.
  12. This Agreement may not be assigned by the Purchaser without the written consent of the Vendor.
  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") within the meaning of the Excise Tax Act (Canada) 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. Notwithstanding the foregoing, no HST shall be paid by the Purchaser to the Vendor with respect to the purchase by the Purchaser of the Lands provided that the Purchaser provides to the Vendor on or prior to the closing date a certificate of the Purchaser containing 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, together with an indemnity from the Purchaser in favour of the Vendor indemnifying the Vendor with respect to all loss and costs which may be suffered or incurred by the Vendor as a result of the Purchaser failing to self-assess and remit HST required pursuant to the Excise Tax Act (Canada). The Vendor and Purchaser agree with each other that the provisions of this section shall not merge on the closing date, 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;
    - (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 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 lands;
    - (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 lands. It is understood and agreed by the Purchaser that the Vendor has not warranted the suitability of the lands 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 Lands, and any and all environmental liabilities relating to the Lands, which existed on the Lands 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 Lands. Neither the Purchaser nor any permitted occupant shall have any recourse to the Vendor as a result of the nature and condition of the Lands, 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 Lands 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 Lands that he/she may be required to pay: development, sewer, parkland dedication and other charges levied by the appropriate government bodies.

17. This Agreement and its acceptance is to be read with all changes of gender or number required by the context.
18. 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 Lands, including any environmental conditions or past illegal activities in or on the Lands.
19. The Purchaser 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. If there is a conflict between any provision written or typed in this Agreement (including any Schedule(s) to this Offer to Purchase) 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.
21. 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.
22. 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 Lands 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/are Schedule(s) "A" attached hereto.

***{Signature Page to Follow}***

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 202\_.

[Individual Purchaser]

SIGNED, SEALED, AND DELIVERED  
In the presence of

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Address of Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

[Corporate Purchaser]

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's Lawyer:

Mailing Address:  
City of Hamilton  
Legal Services Division  
71 Main Street West, Hamilton, ON L8P 4Y5

Physical Office Address:  
City of Hamilton  
Legal Services Division  
50 Main Street East, 5th Floor, Hamilton, ON L8N 1E9

Phone: (905) 546-4520  
Fax: (905) 546-4370

## SCHEDULE 'A'

**205 Lewis Road, Stoney Creek:**

**Denison Avenue, on Registered Plan 1023, Closed by By-Law 23-123 Registered as Instrument WE1699325, in the Geographic Township of Stoney Creek, in the City of Hamilton.**

**Being ALL of PIN 17635-0277 (LT)**

**City of Hamilton**

