

**OFFER TO PURCHASE**

I/We \_\_\_\_\_  
of the Town/City/Municipality of \_\_\_\_\_

If Corporation  
Principal Shareholder: \_\_\_\_\_  
\_\_\_\_\_

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

in the Province of Ontario,

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 parcel or tract of land situate in the City of Hamilton being composed of a parcel of vacant land legally described as: Part of Lot 54, Concession 3 in the Geographic Township of Ancaster, in the City of Hamilton. Designated as Part 1 on Plan 62R-10137, being ALL of PIN 17565-0534 (LT), more specifically illustrated on sketch attached hereto as Schedule "A", and municipally known as 1226 Old Golf Links Road, Hamilton, Ontario, (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, bank draft or money order, payable to the Vendor.
- (b) The balance of the Purchase Price namely \_\_\_\_\_ DOLLARS (\$) to be paid to the Vendor, subject to adjustments, by certified cheque made payable to City of Hamilton on the closing of this transaction.

Forming part of this Offer to Purchase is Schedule "**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 \_\_\_\_\_ 2021, by a letter mailed or delivered by the City Solicitor to the Purchaser's Solicitor at: \_\_\_\_\_.
- 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 herein **and subject to Council approval.**
- 4. The title to the Subject Property is good and free from all encumbrances, except as to any registered restrictions or covenants.

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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 from the date of acceptance of such Offer to examine title to the Subject Property 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 Subject Property.
7. This transaction shall be closed on or before the \_\_\_\_\_ day of \_\_\_\_\_, 2021.
8. On the closing of this transaction, the Vendor will convey the Subject Property 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 Subject Property to the Purchaser.
9. The Purchaser shall assume all taxes, local improvements, water and sewer rates from the date set out in paragraph 7 hereof.
10. The deed or transfer is to be prepared at the expense of the Vendor. The deed/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 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"), 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 of the said lands, provided that the Purchaser provides to the Vendor, on or before the closing date, a certificate of the Purchaser containing the Purchaser's HST registration number, and evidence 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 Purchaser and the Vendor agree that the provisions of this section shall not merge on the closing date, but shall continue thereafter in full force and effect. If this transaction is not subject to HST, the Purchaser agrees to provide on or before closing to the Vendor a written certificate certifying that the transaction is not subject to HST.
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:
  - 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 without any agreement, representation or warranty from the Vendor with respect to the lands;
  - iii. 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 Subject Property, and any and all environmental liabilities relating to the Subject Property, 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 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.
  - v. **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.**
  - vi. 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.
  - vii. No knowledge shall be imputed to the Vendor with respect to the Subject Property, including but not limited to the existence of any orders, defects, claims, records, or other information, notwithstanding the Vendor being in possession of such information at any time.
17. 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 Property, including any environmental conditions or past illegal activities in or on the property.
18. 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 expense.
19. 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.
20. The Purchaser 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.
21. 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 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.
22. 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 business day next following such Saturday, Sunday or statutory holiday.
23. If there is a conflict between any provision written or typed in this Agreement (including any Schedules 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. The parties acknowledge this offer is being entered into during the COVID-19 emergency, and that multiple Regulations have been enacted pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, c. E.9, as amended, ("EMCPA") in relation to the COVID-19 emergency. Notwithstanding the foregoing, the Purchaser shall not be entitled to any extension, abatement, or termination of this offer to purchase on account of the COVID-19 emergency.

[remainder left intentionally blank]

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DATED at \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Name of Purchaser's Solicitor: \_\_\_\_\_

Address of Purchaser's Solicitor: \_\_\_\_\_

Tel #: \_\_\_\_\_ Fax#: \_\_\_\_\_

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

**SCHEDULE "A" to Offer to Purchase**

1226 Old Golf Links Road, Hamilton  
Part of Lot 54, Concession 3 in the Geographic Township of Ancaster, in the City of Hamilton. Designated  
as Part 1 on Plan 62R-10137, being ALL of PIN 17565-0534 (LT)

