

**PROPERTY PURCHASE AGREEMENT**

<b>For Internal Use Only</b>
<b>W.P. No.:</b> 4068-09-00
<b>Highway No.:</b> 17
<b>Property Section:</b> Eastern
<b>P-Plan:</b> P-6090-50
<b>Agent:</b> T. Troughton
<b>Rec:</b>
<b>Rec:</b>
<b>Rec:</b>
<b>App:</b>

I/we, The Corporation of the Township of Horton

Of Vacant, ON

In the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton  
(Township, City, Town, etc.)

Municipality of the **County of Renfrew**  
(County, District, Regional or District Municipality)

being in **Part of Lot 3, Concession 4, Geographic Township of Horton, PIN 57293-0159 (LT)**

(Lot, Block – Concession and Township – or – Registered Plan)

shown as Part(s) 1

on Ministry Plan **P-6090-50**

deposited in the Land Registry Office as **49R17578**

for the sum of **Five Thousand One Hundred Twenty Dollars (\$5,120.00)**

It is understood and agreed the above sum includes payment of **\$5,120.00** for the above-mentioned lands and all entitlements as stated in the Expropriations Act, except as hereinafter provided.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

There is no fencing (or gates) required in this matter.

There are no trees involved in this matter.

Upon acceptance of this agreement the Minister and/or Agents of the Minister shall have the right to enter upon the above lands for the purpose of utility relocation (hydro, telephone, gas, etc.) and/or construction purposes.

The MTO agrees to issue an encroachment permit for the multi-use trail under Highway 17/417. The permit will not expire and will reference the terms in this agreement.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining

lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

**THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE** by the minister or the minister's representative up to and including **30 days from the date of receipt of the offer from the Owner(s)** and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office or by email on or before the aforesaid date. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery or e-mail one (1) Business Day after such notice is received by the other Party. In the event of postal disruption, notices must be given by personal delivery or e-mail.

The Minister is to be allowed **30 days** from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

**THE SALE OF THE PROPERTY IS TO BE COMPLETED** on or before **60 days from acceptance**. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, **VACANT POSSESSION SHALL BE GIVEN ON CLOSING.**

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

**Tenant(s):** \_\_\_\_\_

**Mortgagee(s):** \_\_\_\_\_

**HST No.:** \_\_\_\_\_

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque or electronic fund transfer.

Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

I/we acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/we understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**The Corporation of The Township of Horton**

\_\_\_\_\_  
Print Name(s) and position held

\_\_\_\_\_  
Print Name(s) and position held

\_\_\_\_\_  
Signature(s)  
I have the authority to bind the Corporation

\_\_\_\_\_  
Signature(s)  
I have the authority to bind the Corporation