WHEREAS pursuant to Section 9 of the Municipal Act, R.S.O. 2001, as amended, the Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS on January 13, 2015, the Council for the Corporation of the County of Prince Edward accepted an Offer to Purchase from Curtis Walt for the lands located close to Zufelt Road, and further described as Concession 4, Part Lot 87, Roll No. 135032805019600, in the Ward of Ameliasburgh Ward, County of Prince Edward.

AND WHEREAS such accepted offer was conditional upon the passing of a By-Law of the Municipality authorizing same;

AND WHEREAS, subject to all terms and conditions of the said Offer to Purchase and Sale being satisfied, the Council wishes to authorize the transfer of the said parcel of land to Curtis Walt;

NOW THEREFORE the Council of the Corporation of the County of Prince Edward enacts as follows:

1. THAT the Agreement of Purchase and Sale between the Corporation of the County of Prince Edward and Curtis Walt, substantially in the form annexed hereto as Schedule ‘A’ to this by-law, for the lands located close to Zufelt Road, and further described as Concession 4, Part Lot 87, Roll No. 135032805019600, in the Ward of Ameliasburgh, County of Prince Edward, be approved;

2. THAT the Mayor and Clerk be and are hereby authorized and directed to execute on behalf of the County a transfer of the said parcel of land and any ancillary documentation which may be required in that regard to Curtis Walt, or as he may direct, in accordance with the provisions set out in the Agreement of Purchase and Sale herein, and to affix the corporate seal of the Corporation to the relevant documents.
Ref: Council Motion 2015-

Read a first, second and third time and finally passed this 13th day of January, 2015.

Kim White, CLERK

Robert L. Quaiff, MAYOR
Amendment to Agreement of Purchase and Sale

Form 120 for use in the Province of Ontario

BETWEEN BUYER: Curtis Walt

AND SELLER: the Corporation of the County of Prince Edward

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 22 day of October, 2014

concerning the property known as see description schedule 'A'

the Corporation of the county of Prince edward

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

DELETE CLAUSE: "This offer is conditional, if necessary, upon the Council's ratification of this agreement within on or before the 20th day of December 2014; failing which this offer is deemed null and void and the buyer's deposit returned in full and without interest. This condition is for the benefit of the seller and may be waived by the seller at anytime."

INSERT CLAUSE: "This offer is conditional, if necessary, upon the Council's ratification of this agreement within, on, or before the 29th day of January, 2015; failing which, this offer is deemed null and void, and the buyer's deposit will be returned in full, and without interest. This condition is for the benefit of the seller and may be waived by the seller at any time."

DELETE: "Completion Date: January 6, 2015"

INSERT: "Completion Date: February 5, 2015"

INITIALS OF BUYER(s):

INITIALS OF SELLER(s):
IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by ______________________ until ______________________ on the __________ day of ______________________, 20______, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of: ______________________

(Witness) ______________________

(Witness) ______________________

IN WITNESS whereof I have hereunto set my hand and seal:

______________________________ (Buyer/Seller)

______________________________ (Buyer/Seller)

I, the Undersigned, agree to the above Offer to Amend the Agreement.

SIGNED, SEALED AND DELIVERED in the presence of: ______________________

(Witness) ______________________

(Witness) ______________________

IN WITNESS whereof I have hereunto set my hand and seal:

______________________________ (Buyer/Seller)

______________________________ (Buyer/Seller)

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinbefore set out.

(Witness) ______________________

(Spouse) ______________________

DATE ______________________

DATE ______________________

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at ______________________ a.m./p.m. on the ______________________ day of ______________________, 20______.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

______________________________ DATE ______________________

______________________________ DATE ______________________

Address for Service: ______________________

Tel.No. ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Address: ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Seller's Lawyer: ______________________

Tel.No. ______________________

Buyer's Lawyer: ______________________

Tel.No. ______________________

Address: ______________________

Email ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Email ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

______________________________ DATE ______________________

______________________________ DATE ______________________

Address for Service: ______________________

Tel.No. ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Address: ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Seller's Lawyer: ______________________

Tel.No. ______________________

Buyer's Lawyer: ______________________

Tel.No. ______________________

Address: ______________________

Email ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

Email ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________

______________________________ DATE ______________________
Amendment to Agreement of Purchase and Sale

BETWEEN BUYER: Curtis Walt

AND SELLER: the Corporation of the County of Prince Edward

RE: Agreement of Purchase and Sale between the Seller and Buyer, dated the 22... day of October, 2014...

concerning the property known as, see description schedule ‘A’

the Corporation of the county of Prince edward

as more particularly described in the aforementioned Agreement.

The Buyer(s) and Seller(s) herein agree to the following Amendments to the aforementioned Agreement:

Insert:

Buyer accepts that the subject properties (see schedule A) are sold AS IS.

Buyer is aware that the properties, as described in Schedule A, are not accessed by open public highway.

Buyer is aware that properties, as described in Schedule A, are not suitable for development.

Regarding the lots of land described in Schedule A, the Seller declares that access to the properties is not guaranteed. The Seller does not guarantee that a building permit could be acquired for subject properties.

INITIALS OF BUYER(S):  

INITIALS OF SELLER(S):  

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IRREVOCABILITY: This Offer to Amend the Agreement shall be irrevocable by Seller until 6 p.m. on the 16th day of January 2015, after which time, if not accepted, this Offer to Amend the Agreement shall be null and void.

For the purposes of this Amendment to Agreement, "Buyer" includes purchaser and "Seller" includes vendor.

Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective solicitors who are hereby expressly appointed in this regard.

All other Terms and Conditions in the aforementioned Agreement to remain the same.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

[Signed] Buyer/Seller

[Seal]

[Signed] Buyer/Seller

[Seal]

I, the Undersigned, agree to the above Offer to Amend the Agreement.

[Signed] Buyer/Seller

[Seal]

[Signed] Buyer/Seller

[Seal]

The Undersigned Spouse of the Seller hereby consents to the Amendments hereinafter set out.

[Signed] Spouse

[Seal]

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Amendment to Agreement with all changes both typed and written was finally accepted by all parties at a.m./p.m. this day of 20...

[Signature of Seller or Buyer]

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Amendment to Agreement and I authorize the Brokerage to forward a copy to my lawyer.

[Signed] Date

[Signed] Date

Address for Service: Tel No.

[Signed] Date

Address for Service: Tel. No.

Seller’s Lawyer: Buyer’s Lawyer:

Address: Address:

Email: Email:

Tel. No.: Tel. No.:
This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, Curtis Walt

and

SELLER, the Corporation of the County of Prince Edward

for the purchase and sale of: see description schedule 'A'.

the Corporation of the county dated the 22 day of October, 2014.

Buyer agrees to pay the balance as follows:

The parcels being purchased are described below. The buyer acknowledges having inspected the properties; acknowledges the opportunity to complete his due diligence; his satisfaction as to future uses of the property and accepts property 'as is'. In particular, buyer acknowledges that each parcel is swamp or wetlands and only accessible at certain times during the year. Buyer also acknowledges the prior clear cutting of parts or all of the parcels being acquired.

Parcel 1.0

Location: Ameliasburgh; Legal Description: CON 4 PT LOT 87; Dimensions: 105.00FR 3475.0D; Area: 8.38.00AC; Zoned: EP - Environmental; Roll Number: 135032805019300; Group: Vacant Lands; Surplus Property - CW 7.5 Report Corp Services - adopted by Council November 27, 2012 Location: Zufelt Road.

2.0


3.0

Location: Close to Zufelt Road; Ward: Ameliasburgh; Legal Description: CON 4 PT LOT 87; Area: 12.8 acres per GIS; Zoned: EP - Environmental; Roll Number: 135032805019600; Group: Vacant Lands; Surplus Property: CW 7.6 Report of Tax Collector - Adopted by Council August 30, 2011.

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's rust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): (CW) INITIALS OF SELLER(S): (CC)