

# Agreement of Purchase and Sale Commercial

## Form 500

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this ..... day of ....., 20.....

**BUYER:** ....., agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** ....., the following  
(Full legal names of all Sellers)

**REAL PROPERTY:**

Address .....

fronting on the ..... side of .....

in the .....

and having a frontage of ..... more or less by a depth of ..... more or less

and legally described as .....

..... (the "property")  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** ..... Dollars (CDN\$) .....

..... Dollars

**DEPOSIT:** Buyer submits .....  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

..... Dollars (CDN\$) .....

by negotiable cheque payable to..... "Deposit Holder"  
to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A** ..... **attached hereto form(s) part of this Agreement.**

**1. IRREVOCABILITY:** This offer shall be irrevocable by ..... until ..... on  
(Seller/Buyer) (a.m./p.m.)

the ..... day of ....., 20....., after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the ..... day of .....

....., 20..... Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

**3. NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: .....  
(For delivery of Documents to Seller)

FAX No.: .....  
(For delivery of Documents to Buyer)

Email Address: .....  
(For delivery of Documents to Seller)

Email Address: .....  
(For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....  
.....  
.....  
.....  
.....

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:** .....  
.....  
.....  
.....  
.....

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:  
.....  
.....  
.....  
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price.** The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

**INITIALS OF BUYER(S):** 

**INITIALS OF SELLERS(S):** 

- 8. TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the ..... day of....., 20....., (Requisition Date) to examine the title to the property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its **proposed** use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- 9. FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- 10. TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
- 11. CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- 12. DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada;  
(b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** 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 lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c.17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLERS(S):

**29. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.  
 SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

.....  
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)  
 .....  
 (Witness) (Buyer/Authorized Signing Officer) (Seal) (Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:  
 .....  
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)  
 .....  
 (Witness) (Seller/Authorized Signing Officer) (Seal) (Date)

**SPOUSAL CONSENT:** The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

.....  
 (Witness) (Spouse) (Seal) (Date)

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

.....  
 (Signature of Seller or Buyer)

<b>INFORMATION ON BROKERAGE(S)</b>	
Listing Brokerage .....	(Tel.No.) .....
(Salesperson/Broker/Broker of Record Name)	
Co-op/Buyer Brokerage .....	(Tel.No.) .....
(Salesperson/Broker/Broker of Record Name)	

**ACKNOWLEDGEMENT**

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

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

..... (Date) .....  
 (Seller) .....  
 ..... (Date) .....  
 (Seller) .....  
 Address for Service .....  
 ..... (Tel. No.) .....  
 Seller's Lawyer .....  
 Address .....  
 Email .....  
 ..... (Tel. No.) ..... (Fax. No.) .....

..... (Date) .....  
 (Buyer) .....  
 ..... (Date) .....  
 (Buyer) .....  
 Address for Service .....  
 ..... (Tel. No.) .....  
 Buyer's Lawyer .....  
 Address .....  
 Email .....  
 ..... (Tel. No.) ..... (Fax. No.) .....

FOR OFFICE USE ONLY	<b>COMMISSION TRUST AGREEMENT</b>
To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust. DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: ..... (Authorized to bind the Listing Brokerage) ..... (Authorized to bind the Co-operating Brokerage)	

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# Schedule A

## Agreement of Purchase and Sale – Commercial

### Form 500

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER:** ....., and

**SELLER:** .....

for the purchase and sale of .....

..... dated the ..... day of ....., 20.....

Buyer agrees to pay the balance as follows:

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLER(S):**

# Schedule A

## Agreement of Purchase and Sale – Commercial

### Form 500

for use in the Province of Ontario

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

**INITIALS OF BUYER(S):**

**INITIALS OF SELLERS(S):**

## SCHEDULE "B"

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

**BUYER: THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS**

**SELLER: THE CORPORATION OF THE COUNTY OF GREY**

For the Purchase and Sale of:

**REAL PROPERTY:** Part of Lot 15, Concession 8, geographic Township of Osprey, being Part 1, 17R-2721, Municipality of Grey Highlands, presently bearing PIN 37262-0063

Dated the \_\_\_\_\_ day of May, 2022

### ACKNOWLEDGEMENT, RELEASE AND INDEMNITY

TO: The Corporation of the County of Grey (the "**County**")

FROM: The Corporation of the Municipality of Grey Highlands (the "**Municipality**")

**WHEREAS** the County owns the parcel of land described above (the "Property");

**AND WHEREAS** the County and The Corporation of the Township of Osprey (the "Former Township") entered into an agreement dated June 1, 1990 relating to the construction, maintenance, and co-ownership of a sand storage dome to be built on the Property (the "Construction Agreement");

**AND WHEREAS** the Municipality is the successor of the Former Township pursuant to an order of the Minister of Municipal Affairs and Housing dated December 14, 1999;

**AND WHEREAS** the Parties entered into a further agreement dated November 19, 2002 revising and restating certain terms of the Construction Agreement and confirming the relative proportions of their respective ownership of the sand storage dome on the Property (the "Maintenance Agreement") (the Construction Agreement and the Maintenance Agreements being collectively the "Co-Ownership Agreements");

**AND WHEREAS** section 5 of the Maintenance Agreement provides for its termination upon the County purchasing the Municipality's interest in the sand storage dome for a price equal to the Municipality's share of the capital cost of that dome;

**AND WHEREAS** the Parties desire to terminate the Co-Ownership Agreements and to transfer ownership of the Property;

**AND WHEREAS** notwithstanding any term of the Co-Ownership Agreements, the parties are agreed that any provision of the Co-Ownership Agreements regarding their termination shall be fully and completely satisfied by the transfer of ownership of the Property by the County to the Municipality for nominal consideration pursuant to the Purchase Agreement together with the terms of certain acknowledgements, releases, and indemnities made below by the Municipality in favour of the County;



**NOW THEREFORE** in consideration of and notwithstanding the completion of the Transaction contemplated by the Purchase Agreement and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. The Municipality acknowledges that the recitals above are true, declares that any terms defined therein shall have the same meaning throughout this Acknowledgement, Release, and Indemnity, that any capitalized term used herein but not defined herein shall have the same meaning as defined in the Purchase Agreement, and that herein:
  - a. “Applicable Laws” means, collectively, all statutes, laws, by-laws, regulations ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations;
  - b. “Authority” means any governmental or quasi-governmental authority, regulatory authority, government ministry or department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof;
  - c. “Contaminant” has the same meaning as in the Environmental Protection Act, R.S.O. 1990, c. E.19, as amended;
  - d. “Environmental Law” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements;
  - e. “Hazardous Substance” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law; and
  - f. “Land Use Regulations” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property including the existing Official Plans, zoning by-laws and zoning orders.
2. The Municipality acknowledges that it accepts the Property in an “as is where is” condition in accordance with Section 1 of Schedule “A” to the Purchase Agreement.

3. The Municipality acknowledges that notwithstanding anything in the Co-Ownership Agreements the transfer of the Property to the Municipality pursuant to the terms of the Purchase Agreement and this Acknowledgement, Release, and Indemnity satisfies all requirements of the Parties under the Co-Ownership Agreements and that upon the conclusion of the transfer the Co-Ownership Agreements shall each be fully and completely satisfied and shall no longer be of any force or effect.
4. The Municipality acknowledges and understands that from and including the Closing Date, the Property shall be entirely at the risk of the Municipality and the Municipality hereby accepts and assumes all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.
5. The Municipality forever releases and covenants not to sue the County and its elected officials, employees, officers, appointees, agents, or any other person for whom the county is responsible in law with respect to anything in connection with, arising from or in any way related to:
  - a. the state and quality of title to the Property;
  - b. any outstanding arrears of taxes, utilities, common expenses (if applicable) or other monies owing in relation to the Property; and
  - c. the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Property whatsoever, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substances in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Municipality.

The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution and shall survive and not merge on Closing.

6. Effective as of the Closing Date, the Municipality accepts and assumes any and all responsibilities and liabilities whether having occurred before or after Closing, arising out of or in any way connected to the Property, including, without limitation:
  - a. the state of repair or the condition of the Property;
  - b. the state and quality of title, occupancy and current use of the Property;
  - c. any non-compliance with Environmental Law or the existence of Hazardous Substances in, on or under the Lands, the Buildings or any

structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or onto the Property);

d. any order issued by an Authority in connection with the condition of the Property; or

e. any loss, damage, or injury caused either directly or indirectly as a result of the Condition of the Property.

7. The Municipality shall be responsible for and hereby agrees to release, indemnify, defend and save harmless, effective on and after the Closing Date, the County from any actions, liabilities from any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgements, awards (including awards of costs) and liabilities (including sums paid in settlement of claims) that may arise as a result of, or connected with the Property, including those matters set out in the foregoing paragraphs whether having occurred before or after Closing.

8. The Municipality confirms to the County that all representations, warranties and covenants provided by the Municipality in the Purchase Agreement shall not merge on Closing, but shall survive, remain in full effect and be binding upon the Municipality.

9. This Acknowledgement, Release and Indemnity shall not merge on Closing but shall survive the Closing Date and remain a continuing obligation of the Municipality.

10. This Acknowledgement, Release and Indemnity shall be binding upon the heirs, successors and permitted assigns of the Municipality and shall enure to the benefit of the County and its respective successors and assigns.

Dated at                    this                    day of                    , 2022.

**THE CORPORATION OF THE MUNICIPALITY OF GREY HIGHLANDS**

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

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