



THE CORPORATION OF THE TOWNSHIP OF
ASHFIELD-COLBORNE-WAWANOSH

BY-LAW NUMBER 37-2026

BEING A BY-LAW to authorize the sale of municipal lands to Anthony David Schneider, being all the property described as Lot 87 and Part of Lot 88, Plan 229 West Wawanosh, being designated as Part 1 on Plan 22R-7523, being part of PIN 41083-0037 (LT).

WHEREAS By-Law 43-2019 establishes procedures for the sale of real property owned by the Township of Ashfield-Colborne-Wawanosh;

AND WHEREAS the property described as Lot 87 and Part of Lot 88, Plan 229 West Wawanosh, being designated as Part 1 on Plan 22R-7523, being part of PIN 41083-0037 (LT) was declared surplus on October 21, 2025;

AND WHEREAS the appropriate Notice of the sale of land has been issued in accordance with the Township's Notice Policy;

NOW THEREFORE the Council of the Corporation of the Township of Ashfield-Colborne-Wawanosh enacts as follows:

1. The Township shall transfer the Lands hereinafter described to the Transferees hereinafter described for the consideration of \$52,000.00 plus HST.

LANDS

Lot 87 and Part of Lot 88, Plan 229 West Wawanosh, being designated as Part 1 on Plan 22R-7523, being part of PIN 41083-0037 (LT)

TRANSFEREE

Anthony David Schneider

2. The Mayor and Clerk are hereby authorized to execute the Agreement of Purchase and Sale and Agreement of Option to Purchase, as attached hereto as Schedule A and to execute all documents regarding the above noted sale.

Read a first and second time 16th day of June 2026.

Read a third time and finally passed this 16th day of June 2026.

Mayor, Glen McNeil

Clerk, Florence Witherspoon

THIS AGREEMENT OF PURCHASE AND SALE is made as of the 25th day of May, 2026,

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-WAWANOSH
(the "Vendor")

OF THE FIRST PART

- and -

ANTHONY DAVID SCHNEIDER
(the "Purchaser")

OF THE SECOND PART

WHEREAS:

- A. the Vendor is the registered owner, in fee simple, of the lands and premises described in Schedule "A" attached hereto (the "Property"); and,
- B. the Purchaser wishes to purchase from the Vendor and the Vendor wishes to sell to the Purchaser the Property on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the Vendor and the Purchaser hereby agree as follows:

1. *Defined Terms.* In this Agreement and in the Schedules attached hereto, and in any supplemental or amending agreement, unless otherwise stated, the following capitalized terms shall have the meaning prescribed for each:
 - (a) "Agreement" means the within Agreement of Purchase and Sale and the Schedules appended thereto, as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time;
 - (b) "Business Day" means any day that is not a Saturday, Sunday or statutory holiday so recognized in the Province of Ontario;
 - (c) "Closing" means the completion of the purchase and sale of the Property pursuant to this Agreement;
 - (d) "Closing Date" means June 30, 2026;

- (e) “**Council**” means the council of The Corporation of the Township of Ashfield-Colborne-Wawanosh;
- (f) “**ETA**” means the *Excise Tax Act*, R.S.C. 1985, c. E-15, as amended from time to time;
- (g) “**HST**” means the applicable Harmonized Sales Tax in accordance with the *ETA* or other applicable legislation governing same payable with respect to the purchase of the Property;
- (h) “**Irrevocable Time**” means 11:59 p.m. on June 19, 2026;
- (i) “**Option to Purchase Agreement**” means the option to purchase agreement attached hereto as Schedule “C”;
- (j) “**Parties**” means the Vendor and the Purchaser, and “**Party**” means one of them, as required by context;
- (k) “**Property**” has the meaning ascribed to it in Paragraph A of the recitals of this Agreement;
- (l) “**Purchase Price**” has the meaning ascribed to it in Section 3 of this Agreement;
- (m) “**Purchaser**” means the purchaser named in the recitals of this Agreement and includes “buyer”;
- (n) “**Purchaser’s Solicitor**” means such firm or firms of solicitors as are appointed by the Purchaser from time to time and notice of which is provided to the Vendor;
- (o) “**Requisite Deliveries**” has the meaning ascribed to it in Section 20 of this Agreement;
- (p) “**Requisition Time**” means no later than 6:00 p.m. on the first (1st) Business Day that is at least seven (7) days prior to the Closing Date;
- (q) “**Transaction**” means the purchase and sale of the Property pursuant to this Agreement;
- (r) “**Vendor**” means the vendor named in the recitals of this Agreement and includes “seller”; and,
- (s) “**Vendor’s Solicitor**” means Duncan, Linton LLP, or such firm or firms of solicitors as are appointed by the Vendor from time to time and notice of which is provided to the Purchaser.

2. ***Purchase and Sale.*** The Vendor agrees to sell, and the Purchaser agrees to purchase, all of the Vendor's right, title, estate, and interest in and to the Property, together with all fixtures, buildings, structures and improvements now or hereafter located thereon and together with all easements, rights-of-ways, privileges, and appurtenances attaching thereto and enuring to the benefit thereof, on the terms and conditions contained in this Agreement.
3. ***Purchase Price.*** The purchase price for the Property shall be **FIFTY-TWO THOUSAND DOLLARS (\$52,000.00)** of lawful money of Canada (the "**Purchase Price**"). The Purchaser acknowledges and agrees that the Purchase Price does not include any development charges, building permit fees, service connection fees, parkland dedication, or any other levies which may be payable to the Vendor (in the Vendor's capacity as an approval authority) or any other governmental authority in connection with or in any way related to the Purchaser's development of the Property.
4. ***Payment of the Purchase Price.*** The Purchaser shall pay the Purchase Price to the Vendor as follows:
 - (a) the Purchaser shall be credited in the amount of **FIVE THOUSAND TWO HUNDRED DOLLARS (\$5,200.00)** of lawful money of Canada against the Purchase Price for deposit monies delivered by the Purchaser to the Vendor prior to the date of this Agreement, which deposit shall be held by the Vendor on an interest free basis and forfeited to the Vendor in the event that the Transaction does not Close for any reason other than the fault of the Vendor; and,
 - (b) the Purchaser shall pay the balance of the Purchase Price, subject to adjustments, in the form of a certified cheque or bank wire using the "Lynx High Value Payment System" drawn on the Purchaser's Solicitor's trust account and made payable to the Vendor's Solicitor in trust on Closing.
5. ***Harmonized Sales Tax.*** If the sale of the Property is subject to HST, then such HST shall be in addition to the Purchase Price. If the sale of the Property is not subject to HST, the Vendor shall certify on or before the Closing Date that the sale of the Property is not subject to HST. The Vendor shall not collect any HST payable on the Transaction if, on or before the Closing Date, the Purchaser delivers a certificate confirming that:
 - (a) it is registered for the purpose of HST and specifying its HST registration number;
 - (b) it will self-assess for the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the ETA in connection with the purchase of the Property;
 - (c) it is purchasing the Property for its own account and is not purchasing the Property as agent, trustee, or otherwise on behalf of or for another person, and does not

constitute a supply of a residential complex made to an individual for the purpose of paragraph 221(2)(b) of the *ETA*; and,

- (d) it will indemnify and save harmless the Vendor from any HST payable on the Purchase Price and any penalty or interest relating thereto.
6. ***Adjustments.*** Any rents, realty taxes, local improvement rates, unmetered public or private utility charges, unmetered cost of fuel, and any other items which are usually adjusted for according to the usual practice for commercial transactions in the vicinity of the Property shall be apportioned and allowed to the Closing Date, the Closing Date itself to be apportioned to the Purchaser.
7. ***Irrevocable Time.*** The Purchaser's offer herein shall be irrevocable by the Purchaser until the Irrevocable Time, after which time, if not accepted, the Purchaser's offer shall be null and void and any deposit paid by the Purchaser, if any, shall be returned to the Purchaser without interest or deduction.
8. ***Council Approval.*** The Transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended from time to time, and approval by Council in its sole and unfettered discretion. If the Transaction is not approved by Council by by-law or resolution before 12:00 p.m. on the Closing Date, this Agreement shall automatically become null and void and any deposit paid by the Purchaser shall be returned to the Purchaser in full without interest or deduction.
9. ***Closing.*** The Closing shall take place by no later than 5:00 p.m. on the Closing Date, or such other date as mutually agreed upon between the Parties, at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser.
10. ***"As Is" Condition.*** The Purchaser acknowledges that, except as otherwise expressly provided for in this Agreement, the Property is being purchased on an "as is, where is" basis and that it has satisfied itself before making this offer as to all matters regarding the Property, including, without limiting the generality of the foregoing, physical conditions, environmental conditions, fitness for any purpose, suitability for construction, soil bearing capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's intended use of the Property. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of the Property or for any past, present, or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities associated with the Property. The Purchaser shall sign a release and indemnity in favour of the Vendor in the form prepared by the Vendor's Solicitor with respect to the matters set out in this Section and deliver same on or before the Closing Date.

11. *Development Covenants.*

- (a) The Purchaser represents and warrants to the Vendor that it is purchasing the Property from the Vendor for the purpose of the construction of a dwelling which complies with the zoning of the Property and not for the purpose of speculation in land.
- (b) The Purchaser acknowledges that the Property shall be subject to the development covenants contained in the Option to Purchase Agreement. The Purchaser shall deliver a signed copy of the Option to Purchase Agreement to the Vendor on or before Closing and hereby consents to the registration of the Option to Purchase Agreement or a notice thereof against title to the Property by the Vendor at any time before or after Closing at the sole discretion and cost of the Vendor. If registered against title to the Property, the Vendor shall consent to the deletion of the Option to Purchase Agreement or notice therefrom by the Purchaser upon the presentation of evidence satisfactory to the Vendor, acting reasonably, that each and every development covenant contained in the Option to Purchase Agreement has been fully satisfied.

The respective representations, warranties, and covenants of the Parties contained in this Section 11 shall survive and not merge upon the completion of the Transaction.

- 12. *Encroachments on Other Lands.* The Purchaser acknowledges and confirms that nothing in this Agreement shall be interpreted or construed as Council or any other official or employee of the Vendor granting consent, permission, or licence for the Purchaser to make encroachments on lands that are not included with the Property. The Purchaser undertakes to comply with all building, zoning, and other municipal by-laws and regulations applicable to the Property, including with respect to minimum setbacks of all improvements now or hereafter situated on the Property from any adjoining lands not owned by the Purchaser.
- 13. *Transfer/Deed.* The Vendor agrees to transfer or deed the Property to the Purchaser on the Closing Date. The transfer or deed shall be prepared in a form acceptable to the Purchaser's Solicitor and the Purchaser shall pay all land transfer taxes and costs associated with its registration.
- 14. *Title Search.* The Purchaser shall be allowed until the Requisition Time to examine the title to the Property at the Purchaser's own expense. 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 Property 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 (including easements which may be reserved in favour of the Vendor or to be granted in favour of a municipality or public utility company prior to Closing) 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 before the Requisition Time any valid objection to title or to any outstanding work order or deficiency notice or that any building situate on the Property may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy or obtain title insurance (save and except risk of fire) in favour of the Purchaser and any mortgagee, and which the Purchaser 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 the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Time and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.

15. ***Permitted Encumbrances.*** Notwithstanding anything contained in this Agreement, the Purchaser agrees to accept title to the Property subject to the encumbrances listed in Schedule "B" attached hereto.
16. ***Discharge of Existing Charges/Mortgages.*** The Purchaser shall not call for the production of any title deed, abstract, survey, or other evidence of the title to the Property except such as are in the possession and control of the Vendor. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the *Trust and Loan Companies Act*, S.C. 1991, c. 45 (as amended from time to time), chartered bank, trust company, credit union, *caisse populaire*, or insurance company and which is not to be assumed by the Purchaser on Closing is not available in registrable form on the Closing Date, the Purchaser agrees to accept the Vendor's Solicitor'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 the Closing Date, provided that the Vendor shall provide to the Purchaser a mortgage statement prepared by the chargee or mortgagee setting out the balance required to obtain the discharge.

17. **Future Use.** The Parties agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
18. **Planning Act.** This Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of the *Planning Act*, R.S.O. 1990, c. P.3, as amended from time to time, by the Closing Date.
19. **Residency.** The Vendor shall deliver to the Purchaser a statutory declaration wherein the Vendor declares that, as of the Closing Date, the Vendor is not a non-resident of Canada within the meaning of Section 116 of the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp.), as amended from time to time, failing which, the Purchaser will be credited against the Purchase Price with the amount necessary to pay to the Minister of National Revenue to satisfy the Purchaser's liability under the said legislation for tax payable on the Transaction.
20. **Closing Arrangements.** The Parties acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (collectively, the "**Requisite Deliveries**") and the release thereof to the Vendor and the Purchaser, respectively, will:
 - (a) not occur at the same time as the registration of the transfer or deed (and any other documents intended to be registered in connection with the Closing Date); and,
 - (b) be subject to conditions whereby the solicitors 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 solicitors.

The Parties hereby irrevocably instruct their respective solicitors to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Ontario.

21. **Deliveries by the Vendor.** The Vendor agrees to deliver to the Purchaser on or before the Closing Date the following:
 - (a) deposit instructions or wire particulars for the Vendor's Solicitor's trust account and a signed direction permitting payment of the balance of the Purchase Price thereto;
 - (b) a registrable transfer or deed to the Property;
 - (c) a statement of adjustments;
 - (d) a copy of the by-law or authorizing passed by Council authorizing the sale by the Vendor of the Property;

- (e) an undertaking by the Vendor to readjust any errors or omissions from the statement of adjustments;
- (f) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement; and,
- (g) the statutory declaration regarding residency contemplated in Section 19 of this Agreement.

22. ***Deliveries by the Purchaser.*** The Purchaser agrees to deliver to the Vendor on or before the Closing Date the following:

- (a) the balance of the Purchase Price payable pursuant to this Agreement;
- (b) an undertaking by the Purchaser to readjust any errors or omissions from the statement of adjustments;
- (c) a signed direction identifying the name in which to engross the transfer or deed;
- (d) if applicable, the certificate regarding HST contemplated in Section 5 of this Agreement;
- (e) the release and indemnity contemplated in Section 10 of this Agreement;
- (f) the Option to Purchase Agreement;
- (g) an acknowledgment and direction authorizing the Vendor's Solicitors to register the Option to Purchase Agreement or a notice thereof against title to the Property; and,
- (h) such other documents as may reasonably be required by the Vendor and are customarily utilized for purchase and sale transactions involving similar commercial property in the vicinity of the Property.

23. ***Real Estate Commission.*** The Parties each represent and warrant to the other that neither has engaged any real estate agent or broker in connection with the matters contemplated in this Agreement including the Transaction and, accordingly, no commissions are payable to any real estate agents or brokers. This representation and warranty shall survive and not merge on the completion of the Transaction.

24. ***Time.*** 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 the Vendor and the Purchaser or by their respective solicitors who may be specifically authorized in that regard.

25. ***Time and Date.*** Any reference to a time and date in this Agreement shall mean the time and date where the Property is located.
26. ***Entire Agreement.*** This Agreement, including any Schedule attached hereto, shall constitute the entire Agreement between the Vendor and the Purchaser. There is no representation, warranty, collateral agreement, or condition which affects this Agreement other than as expressed herein. This Agreement may only be changed by a document in writing signed by both Parties.
27. ***Interpretation.*** This Agreement shall be read with all changes of gender or number required by the context. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect the constitution or interpretation hereof.
28. ***Recitals.*** The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.
29. ***Severability.*** If any provision of this Agreement, or the application thereof to any circumstances, is held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.
30. ***Notices.*** Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered personally, by email or mailed by prepaid registered mail addressed to the Party to whom such notice is intended to be given at the following addresses:

For the Vendor:

The Corporation of the Township of Ashfield-Colborne-Wawanosh
Attn: Florence Witherspoon, Clerk
82133 Council Line
Goderich, ON N7A 3Y2
Email: clerk@acwtownship.ca

with a copy to:

Duncan, Linton LLP
Attn: Adrian L. Rosu
45 Erb Street East
Waterloo, ON N2J 1L7
Email: adrian@kwlaw.net

For the Purchaser:

Anthony David Schneider
55 Albert Street
Dungannon, ON N0M 1R0
Email: schneidera354@gmail.com

Any such notice so given or made will be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered personally, or on the third (3rd) day following the date of mailing if delivered by prepaid registered mail, provided that in each case such day is a Business Day and the notice is so delivered or sent prior to 5:00 p.m. on such day. Otherwise, such notice will be deemed to have been given and made and to have been received on the next following Business Day.

31. **Assignment.** The Purchaser shall not assign any of its obligations, rights, title, or interest in or to any part of this Agreement or the Transaction without the prior written consent of the Vendor, which consent shall be in the Vendor's sole and unfettered discretion.

32. **Schedules.** The following Schedules are attached hereto and are hereby deemed to be incorporated into this Agreement by reference as though set forth in full:

Schedule "A": Description of the Property

Schedule "B": Permitted Encumbrances

Schedule "C": Option to Purchase Agreement

In the event of any conflict or discrepancy between the terms and conditions of this Agreement and any Schedule attached hereto, the Schedule shall prevail.

33. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument.

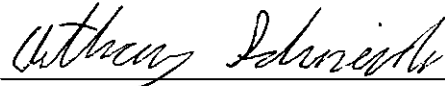
34. **Electronic Signatures.** The Parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c. 17, as amended from time to time, with respect to this Agreement and any other documents respecting the Transaction.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Purchaser hereby makes this offer, which shall be irrevocable until the Irrevocable Time.

[Witness not required if signed electronically.]

Witness



ANTHONY DAVID
SCHNEIDER

The Vendor hereby accepts and agrees to the terms of this Agreement this ____ day of _____, 2026.

**THE CORPORATION OF THE
TOWNSHIP OF ASHFIELD-
COLBORNE-WAWANOSH**

Per: _____

Name: Glen McNeil

Title: Mayor

Per: _____

Name: Florence Witherspoon

Title: Clerk

*We have authority to bind The Corporation of the
Township of Ashfield-Colborne-Wawanosh.*

SCHEDULE "A"

Description of the Property

ALL AND SINGULAR that certain parcel or tract of land situated, lying, and being in the Township of Ashfield-Colborne-Wawanosh, in the County of Huron, being comprised of Lot 87 and Part of Lot 88, Plan 229, West Wawanosh, being designated as Part 1 on Plan 22R-7523; Township of Ashfield-Colborne-Wawanosh

being part of PIN: 41083-0037 (LT)

SCHEDULE "B"

Permitted Encumbrances

GENERAL ENCUMBRANCES:

1. Encumbrances for real property taxes (which term includes charges, rates, and assessments, and other governmental charges or levies) or charges for electricity, power, gas, water, and other services and utilities in connection with the Property that have accrued but are not yet due and owing or, if due and owing, are adjusted for pursuant to this Agreement.
2. The provisions of applicable laws, including by-laws, regulations, ordinances, and similar instruments relating to development and zoning, provided such in each case have been complied with in all respects.
3. Any encumbrance filed by or at the request of the Purchaser or which is otherwise expressly approved by the Purchaser in writing.
4. The reservations, limitations, exceptions, provisos, and conditions, if any, expressed in any original grants from the Crown.
5. Minor title defects or irregularities which do not in the aggregate materially adversely impair the use of the Property for the purposes for which it is presently used or the operation, value, or marketability of the Property.
6. The exceptions, limitations and qualifications in subsection 44(1) of the *Land Titles Act*, R.S.O. 1990, c. L.5, as amended from time to time, other than paragraphs 3, 5, 8, 11 and 14 thereof, provincial taxes and succession duties, and escheats or forfeitures to the Crown.

SPECIFIC ENCUMBRANCES:

7. The Reference Plan deposited on September 23, 2025, as Plan 22R-7523.
8. The Application to Change Name-Owners registered on May 27, 2026, as Instrument No. HC196834.
9. If registered, the Option to Purchase Agreement or any notice thereof.
10. If registered, a by-law passed by Council pursuant to subsection 50(4) of the *Planning Act*, R.S.O. 1990, c. P.3, as amended from time to time, deeming the Property and any other lands not to be within a registered plan of subdivision for the purposes of subsection 50(3) thereof.

11. If registered, any easements which may be reserved in favour of the Vendor or to be granted in favour of a municipality or public utility company prior to Closing.

SCHEDULE "C"

Option to Purchase Agreement

[see attached]

THIS OPTION TO PURCHASE AGREEMENT is made as of the 30th day of June, 2026,

B E T W E E N:

ANTHONY DAVID SCHNEIDER
(the "Optionor")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF ASHFIELD-COLBORNE-
WAWANOSH
(the "Optionee")

OF THE SECOND PART

WHEREAS:

- A. the Optionor has purchased certain lands and premises as more particularly described in Schedule "A" attached hereto (the "Lands") from the Optionee;
- B. the Optionor has represented and warranted to the Optionee that it intends to develop the Lands in accordance with the terms and conditions of this Agreement;
- C. but for the Optionor's covenants to develop the Lands in accordance with the terms and conditions of this Agreement, the Optionee would not have agreed to sell the Lands to the Optionor; and,
- D. failing the Optionor's development of the Lands in accordance with the terms of this and conditions of this Agreement, the Optionor has agreed to grant to the Optionee the right to repurchase all of the Optionor's right, title, and interest in and to the Lands subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the sum of TWO DOLLARS (\$2.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.0 INTERPRETATION

- 1.1 *Definitions.* In this Agreement and in the Schedules attached hereto, and in any supplemental or amending agreement, unless otherwise stated, the following capitalized terms shall have the meaning prescribed for each:

“Agreement” means the terms and conditions described in Articles 1.0 through 8.11 inclusive, and the Schedules incorporated by reference. This Agreement also includes all subsequent amendments in writing and executed by the Parties.

“Agreement of Purchase and Sale” means the agreement of purchase and sale in respect of the Lands created by the exercise by the Optionee of the within Option.

“Building” has the meaning prescribed to it in Article 3.1 hereof.

“Business Day” means any day other than Saturday, Sunday, or a statutory holiday so recognized in the Province of Ontario.

“Charge” means any one of any lien, mortgage, pledge, encumbrance, or other security interest of any nature or kind, save and except for: (a) any registered restrictions or covenants that run with the Lands 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 telephone services to the Lands or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the Lands, and **“Charges”** means more than one of any of them.

“Council” means the council of The Corporation of the Township of Ashfield-Colborne-Wawanosh.

“County” means the County of Huron.

“Effective Date” means the date first written on the top of the first page of this Agreement.

“ETA” means the *Excise Tax Act*, R.S.C., 1985, c. E-15.

“Extended Time” has the meaning prescribed to it in Article 3.2 hereof.

“Holding Provision” means any interim control by-law, zoning holding provision, or other similar prohibition or restriction imposed by the Optionee or the County.

“Institutional Lender” means an institution listed under Schedule I or Schedule II of the *Bank Act*, S.C. 1991, c.46.

“**Option**” means the option to repurchase the Lands granted by the Optionor to the Optionee in Article 3.4 hereof.

“**Option Completion Date**” means the sixtieth (60th) day after delivery of the Option to Purchase Notification by the Optionee to the Optionor, or the next Business Day thereafter if such day is not a Business Day.

“**Optionee’s Costs**” means real estate commission, land transfer taxes, registration costs, legal fees, and such other costs reasonably incurred by the Optionee.

“**Option Purchase Price**” has the meaning prescribed to it in Article 3.4 hereof.

“**Option to Purchase Notification**” means the Optionee notification appended as Schedule “B”.

“**Original Conveyance**” means the conveyance of the Optionee’s rights, title, and interest in and to the Lands to the Optionor.

“**Parties**” means the Optionor and the Optionee, and “**Party**” means one of them, as the context provides.

“**Performance Deposit**” has the meaning prescribed to it in Article 3.2 hereof.

1.2 **Currency.** All amounts described in this Agreement are in Canadian funds.

1.3 **Sections, Headings & Contra Proferentum.** The division of this Agreement into articles, sections, paragraphs, and schedules, and the insertion of headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement. Unless otherwise indicated, any reference in this Agreement to an article, section, paragraph, or schedule refers to the prescribed article, section, paragraph, or schedule to this Agreement. The Optionor and the Optionee each acknowledge that it has participated in determining the terms and conditions of this Agreement and that any rule of construction or doctrine of interpretation, including *contra proferentum*, construing or interpreting any ambiguity against the drafting Party shall not apply.

1.4 **Gender and Number.** Unless the context otherwise requires, words importing the singular include the plural and vice versa, and words importing one gender include the other gender.

2.0 SCHEDULES

2.1 The schedules appended to and forming part of this Agreement are described in Article 2.2 hereof. In the event of any inconsistency, ambiguity, or conflict between the terms and conditions of this Agreement and any schedule, the terms and conditions of this Agreement shall prevail.

2.2 The Schedules to this Agreement are as follows:

Schedule "A": Legal Description of Lands

Schedule "B": Option to Purchase Notification

3.0 GRANT OF OPTION TO REPURCHASE

3.1 *Development of the Lands.* The Optionor covenants to obtain a building permit for a residential dwelling that complies with the permitted uses of the Lands' zoning designation under the zoning by-law of The Corporation of the Township of Ashfield-Colborne-Wawanosh in effect from time to time (the "**Building**"), in conformity with an approved site plan (where required under the site plan control by-law of The Corporation of the Township in effect from time to time), by no later than the date which is **EIGHTEEN (18) MONTHS** after the Effective Date. The Optionor further covenants and agrees to substantially perform the construction of the Building and obtain an occupancy permit therefor by no later than the date which is **TWELVE (12) MONTHS** after the date on which the said building permit is issued.

3.2 *Extension of Time.* In the event that the Optionor is unable to obtain a building permit within the time limits set out in Article 3.1 hereof, the Optionor may, prior to the expiry of the said time limits, request from the Optionee, in writing, an extension of time up to a maximum of **SIX (6) MONTHS** (such extension being the "**Extended Time**") upon payment by the Optionor to the Optionee of a performance deposit equal to ten per cent (10%) of the purchase price paid by the Optionor to the Optionee for the Original Conveyance of the Lands (the "**Performance Deposit**"). The decision whether to grant the extension described in the preceding sentence shall be at the sole and unfettered discretion of Council. If such extension is granted, the Optionee shall refund the Performance Deposit to the Optionor, without interest or deduction, upon the Optionor obtaining an occupancy permit for the Building within the Extended Time. In the event that the Optionor fails to obtain an occupancy permit for the Building within the Extended Time, the Optionee shall, in addition to its other rights and remedies as set out in this Agreement or otherwise, be entitled to retain the Performance Deposit as liquidated damages and not as a penalty, in partial or full satisfaction of the Optionee's damages, as the case may be. In the event that the Optionee grants an extension of time to the Optionor, nothing herein shall have the effect of being interpreted or construed as

requiring the Optionee to grant any additional extensions of time, and time shall continue to be of the essence.

- 3.3 *Suspension of Time.* No time period set out in Article 3.1 hereof shall run for any period of time if the Optionor's development of the Lands is prevented by a Holding Provision. Where the removal of a Holding Provision involves actions that are within the Optionor's control, in whole or in part, the Optionor shall take all actions within its control that are necessary to remove the Holding Provision as quickly as possible.
- 3.4 *Option Price & Payment Terms.* If the Optionor does not comply with the provisions of Article 3.1 hereof within the time limits set out herein or within any Extended Time, the Optionor shall, at the option of the Optionee, reconvey all of its rights, title, and interest in and to the Lands to the Optionee on the Option Completion Date, free and clear of any Charges, in consideration for payment by the Optionee to the Optionor of **NINETY PERCENT (90%)** of the purchase price paid by the Optionor to the Optionee for the Original Conveyance of the Lands, less the Optionee's Costs of the Original Conveyance and the Optionee's Costs to reacquire the Lands (the "**Option Purchase Price**"). The Optionee shall not be required to pay for any improvements that may have been made, constructed, installed, or performed by the Optionor on or to the Lands.
- 3.5 *Procedure for Exercise of Option.* The Optionee shall exercise the Option by submission to the Optionor of a signed Option to Purchase Notification, in the form appended to this Agreement as Schedule "B".
- 3.6 *Inspection of Lands.* The Optionee shall have the right, following delivery of a signed Option to Purchase Notification, for itself, its agents, or contractors to enter onto the Lands to conduct such environmental investigation or assessment of the Lands as the Optionee may at its discretion determine to be prudent or necessary and the Optionee shall have the right to either not proceed with the repurchase of the Lands should the Optionee not be satisfied with the results of any such investigation or assessment, or to require the Optionor to remediate at its own expense any new environmental issue that has arisen since the date the Optionor acquired title to the Lands. If the required remediation is not completed prior to the Option Completion Date to the satisfaction of the Optionee's consulting engineer, acting reasonably, then the Option Purchase Price shall be reduced by an amount determined by the Optionee's consulting engineer, acting reasonably, equal to **ONE HUNDRED TEN PERCENT (110%)** of the aggregate cost of completing the required remediation that is not complete on the Option Completion Date.

4.0 CLOSING

- 4.1 **Closing Date.** The Agreement of Purchase and Sale created by the exercise by the Optionee of the Option shall be completed on the Option Completion Date. Upon completion of the Agreement of Purchase and Sale, the Optionor shall deliver vacant possession of the Lands to the Optionee.
- 4.2 **Title.** Until the expiry of the Option or other termination of this Agreement, the Optionor shall not permit title to the Lands to be encumbered by any instrument that cannot be discharged or deleted from title to the Lands on or before the Option Completion Date. In the event that the Optionor is required to discharge a Charge held by a person or a corporation other than an Institutional Lender, the Optionor shall produce a good and valid discharge of the said Charge on or before the Option Completion Date.
- 4.3 **Adjustments.** Adjustments shall be made as of the Option Completion Date with respect to realty taxes, local improvement rates (if any), public utility charges, and all other items normally adjusted between a vendor and purchaser in respect of the sale of lands similar to the Lands or as otherwise provided in this Agreement. The Option Completion Date itself shall be for the account of the Optionee.
- 4.4 **Harmonized Sales Tax.** On the Option Completion Date, in addition to satisfaction of the Option Purchase Price, the Optionee shall pay all applicable federal and provincial sales taxes eligible in connection with the transaction contemplated by this Agreement, including Goods and Services Tax or Harmonized Sales Tax, as the case may be, or shall provide to the Optionor evidence by way of a statutory declaration that the Optionee is a registrant under the ETA.
- 4.5 **Closing Documents of the Optionor.** On the Option Completion Date, the Optionor shall deliver the following documentation to the Optionee:
- (a) a statement of adjustments;
 - (b) a good and valid transfer or deed properly executed and in a form satisfactory to the Optionee's solicitors and the land registrar, engrossed in favour of the Optionee;
 - (c) a signed direction as to the payment of the Option Purchase Price due on the Option Completion Date;
 - (d) the Optionor's undertaking to readjust all items on the statement of adjustments;

- (e) a solicitor's undertaking to discharge any Charge held by an Institutional Lender; and,
- (f) any other documents and undertakings required in accordance with any valid requisitions made by the Optionee or in compliance with this Agreement.

4.6 *Closing Documents of the Optionee.* On the Option Completion Date, the Optionee shall deliver the following documentation to the Optionor:

- (a) the balance due on closing payable in accordance with the statement of adjustments provided by the Optionor pursuant to Article 4.5(a);
- (b) the Optionee's certificate setting out its registration number pursuant to the ETA, and undertaking to comply with the ETA;
- (c) the Optionee's undertaking to readjust all items on said statement of adjustments;
- (d) a signed direction setting out the name in which the Optionee will take title to the Lands; and,
- (e) any other document required to comply with this Agreement.

5.0 GRANT OF RIGHT OF FIRST REFUSAL

5.1 The Optionor covenants not to sell the Lands or any part thereof to any person, firm, or corporation without first offering, in writing, to sell the Lands to the Optionee for consideration equal to or less than the Option Purchase Price. The Optionee shall have **NINETY (90) DAYS** from receipt of an offer made by the Optionor under this Article 5.1 to accept such offer, which acceptance shall be by notice in writing. If the Optionee does not accept an offer made by the Optionor under this Article 5.1 within the time limits prescribed herein, the Optionee's right of first refusal under this Article 5.1 shall automatically terminate.

6.0 REGISTRATION

6.1 *Registration against Title.* This Agreement or a notice thereof may be registered on title to the Lands by the Optionee at the Optionee's sole discretion and expense at any time before or after the Effective Date. The Optionor hereby consents to and authorizes such registration in respect of the Lands by the Optionee and its solicitors. The Parties agree that this Agreement shall vest in the Optionee a proprietary interest in the Lands and such interest shall run with and encumber title to the same.

6.2 ***Deletion from Title.*** If a registration of this Agreement or notice thereof is made by the Optionee in accordance with Article 6.1 hereof, the Optionee agrees forthwith upon the presentation of evidence satisfactory to the Optionee, acting reasonably, that each and every covenant of the Optionor has been fully satisfied, consent to the deletion of this Agreement or notice thereof from title to the Lands at the Optionor's sole expense.

7.0 TERM OF AGREEMENT

7.1 This Agreement shall automatically terminate, forthwith, without the requirement of further notification from one Party to the other, on the earlier of: (a) completion of construction of the Building; and, (b) five (5) years from the Effective Date.

8.0 GENERAL PROVISIONS

8.1 ***No Fettering.*** To the extent that any permits, licences, or other consents are required from the Optionee (in the Optionee's capacity as a governmental authority) to carry out the Optionor's development of the Lands, this Agreement shall not be interpreted to limit or bind the exercise of judgment or discretion of Council, the Chief Building Official or any other employee or official of The Corporation of the Township of Ashfield-Colborne-Wawanosh.

8.2 ***Notice.*** Unless stated otherwise in this Agreement, all notices required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by email, by hand, or mailed by prepaid registered mail addressed to the Party to whom such notice is intended to be given at the following addresses:

For the Optionor:

Anthony David Schneider
55 Albert Street
Dungannon, ON N0M 1R0
Email: schneidera354@gmail.com

For the Optionee:

The Corporation of the Township of Ashfield-Colborne-Wawanosh
Attn: Florence Witherspoon, Clerk
82133 Council Line
Goderich, ON N7A 3Y2
Email: clerk@acwtownship.ca

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if emailed or delivered, or on the third (3rd) day following the date of mailing, if delivered by prepaid registered mail, provided that in each case such day is a Business Day and the communication is so delivered or sent prior to 5:00 p.m. (Eastern Time) on such day. Otherwise, such communication will be deemed to have been given and made and to have been received on the next following Business Day.

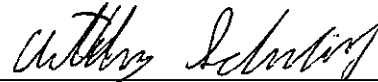
- 8.3 ***Counterparts & Electronic Signature.*** This Agreement may be executed in any number of counterparts and by facsimile or other form of electronic transmission reproducing an original, each of which will be deemed to be an original, and such counterparts will constitute one and the same instrument. Alternatively, this Agreement may be executed electronically using DocuSign, or such other technology as may be agreed to by the Parties.
- 8.4 ***Assignment.*** Neither the Optionor nor the Optionee may assign this Agreement or any of its rights or obligations hereunder.
- 8.5 ***Invalidity.*** Any provision in this Agreement which is held to be illegal or unenforceable shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this Agreement.
- 8.6 ***Further Assurances.*** The Parties shall, with reasonable diligence, do all things and provide all reasonable assurances as may be required to implement the provisions of this Agreement, and each Party shall provide such further information, documents, and co-operation as may be reasonably necessary or desirable to give effect thereto.
- 8.7 ***Waiver.*** No waiver of any provision of this Agreement, including waiver of a breach of this Agreement shall constitute a waiver of any other provision or breach of this Agreement unless expressly provided otherwise. No waiver shall be binding unless executed in writing.
- 8.8 ***Time of the Essence.*** Time shall be of the essence of this Agreement and of every part hereof, and no extension or variation to this Agreement shall operate as a waiver of this provision.
- 8.9 ***Amendment.*** This Agreement may only be changed by a document in writing signed by both Parties.
- 8.10 ***Recitals.*** The Parties acknowledge and declare that the recitals constitute part of this Agreement and are true in substance and fact.

8.11 **Enurement.** This Agreement enures to the benefit of and is binding upon the Parties and their respective successors.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

[Witness not required if signed electronically.]

Witness



ANTHONY DAVID
SCHNEIDER

THE CORPORATION OF THE
TOWNSHIP OF ASHFIELD-
COLBORNE-WAWANOSH

Per: _____
Name: Glen McNeil
Title: Mayor

Per: _____
Name: Florence Witherspoon
Title: Clerk

*We have authority to bind The Corporation
of the Township of Ashfield-Colborne-
Wawanosh.*

SCHEDULE "A"
Legal Description of Lands

ALL AND SINGULAR that certain parcel or tract of land situated, lying, and being in the Township of Ashfield-Colborne-Wawanosh, in the County of Huron, being comprised of Lot 87 and Part of Lot 88, Plan 229, West Wawanosh, being designated as Part 1 on Plan 22R-7523; Township of Ashfield-Colborne-Wawanosh

being part of PIN: 41083-0037 (LT)

SCHEDULE "B"
Option to Purchase Notification

In accordance with Article 3.5 of the Option to Purchase Agreement dated the 30th day of June, 2026, between The Corporation of the Township of Ashfield-Colborne-Wawanosh (hereinafter the "Optionee") and Anthony David Schneider (hereinafter the "Optionor"), the Optionee hereby declares its irrevocable decision to purchase the Lands, as more particularly described the said Option to Purchase Agreement, from the Optionor.

DATED at Township of Ashfield-Colborne-Wawanosh and delivered by the Optionee to the Optionor this ____ day of _____, 20__.

**THE CORPORATION OF THE
TOWNSHIP OF ASHFIELD-
COLBORNE-WAWANOSH**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

*We have authority to bind The Corporation of the
Township of Ashfield-Colborne-Wawanosh.*

