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**LEIMERK DEVELOPMENTS LTD.**

**MANOTICK ESTATES**

**PHASE VI**

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**AGREEMENT OF PURCHASE AND SALE**

1. **THE UNDERSIGNED** \_\_\_\_\_ herein called the Purchaser offers to purchase from **LEIMERK DEVELOPMENTS LTD.**, herein called the Vendor, upon the following terms the land and premises known as \_\_\_\_\_, Plan 4M-1441, (registered at Ottawa in the Land Titles Office), Manotick, Ontario, hereinafter the Real Property, at the purchase price of \_\_\_\_\_ Dollars, together with H.S.T., payable as follows:
  - (a) by deposit received by the Vendor of \$10,000.00;
  - (b) balance of purchase price being \_\_\_\_\_ Dollars, subject to adjustments as hereinafter set out, together with H.S.T. shall be payable by certified cheque to the Vendor on the date of closing.
  
2. The purchase price shall be adjusted as follows:
  - (a) The Purchasers to be credited the deposit of \$10,000.00 (paragraph 1(a));
  - (b) The Parties to apportion realty taxes to the date of closing;
  - (c) The Vendor to be credited Lot Development Charges or any other like charges charged to the Vendor by the Municipality related to the Purchasers' development of the Lot; and
  - (d) The Vendor to be credited general security deposit payable by the Purchasers of \$15,000.00.
  
3. In addition to the purchase price, the Purchasers shall pay to the Vendor on closing any and all lot Development Charges to be imposed upon the Vendor by the Municipality, or a security deposit to provide for the same and in addition a security deposit of \$15,000.00 to ensure the Purchasers' compliance with building/development restrictions and obligations incurred by the Purchasers but imposed upon the Vendor. The security deposit or so much of it as has not been applied to default shall promptly be repaid to the Purchasers upon satisfaction of the Purchasers' obligations as evidenced by approval of the City of Ottawa.

4. This offer made by the Vendor/Purchasers shall be irrevocable until 4:59 p.m. on \_\_\_\_\_, 20\_\_\_\_
5. This offer, when accepted, shall constitute a binding contract of purchase and sale between the parties and time shall, in all respects, be of the essence hereof.
6. This transaction of purchase and sale shall be completed on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on which date vacant possession of the Real Property is to be given to the Purchasers, subject to the other provisions of this Agreement.
7. Provided that the title to the Real 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 Real Property providing that such are complied with; (b) any registered municipal agreements or agreements mandated by the Municipality and registered agreements with publically 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 Real Property 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 Real Property, the Purchasers are not to call for production of any title deed, abstract or other evidence of title except such as are in the possession of the Vendor. The Purchasers are to be allowed until fifteen (15) days prior to the date of closing to investigate title of the Real Property at the Purchasers' own expense. If, within that time, any valid objection to title is made in writing to the Vendor, which the Vendor shall be unable or unwilling to remove, and which the Purchasers will not waive, this Agreement shall, notwithstanding and intermediate acts or negotiations in respect of such objection, be null and void, and the deposit shall be returned to the Vendor without interest and neither party shall be liable to the other for any costs or damages. Save as to any valid objection so made within such time, the Purchasers shall be conclusively deemed to have accepted the title of the Vendor to the Real Property.
8. The Purchasers acknowledge and agree to accept title to the Real Property subject to one or more registered development agreements with the City of Ottawa, utility easements, and mutual maintenance agreements and the Purchasers covenant to comply with the terms and conditions as set out therein and other applicable provisions in so far as they pertain to the Real Property, construction, use and occupancy of a dwelling and appurtenances to be erected or completed upon the Real Property. The Purchasers agree to satisfy themselves as to compliance with any development agreements and the Vendor shall not be obligated on closing or thereafter to obtain releases of such development agreements.

9. **Restrictive Covenants:** The Purchasers covenant and agree with the Vendor from the date of closing to be bound by, to comply with and to satisfy all of the covenants contained in Schedules “A”, “B” and “C” attached hereto or such covenants as may be registered against the Real Property by the Vendor as provided herein, as if the same were set out in this Agreement between the Purchasers and the Vendor. These covenants shall not merge on closing. The Purchasers shall extract similar covenants from a subsequent purchaser.
10. The Purchasers acknowledge that the covenant contained in Schedules “A”, “B” and “C” attached hereto are registered against title to the Real Property for the benefit of other lands in the Plan of Subdivision and shall run with the lands.
11. **Notices:** The Purchasers acknowledge receipt of the notices contained in Schedule “C” attached hereto and covenants to comply with the requirements therein after closing.
12. The Purchasers acknowledge and agree that to ensure compliance with agreements made by the Vendor with the City of Ottawa and utilities, the Vendor, its agents, successors and assigns may be required to enter upon the Real Property to perform any work that the Vendor is required to perform pursuant to these agreements and the Purchasers consent to provide such access.
13. Covenants of the parties herein and the provisions of this Agreement which call for the compliance, consent or require the co-operation and fulfillment by the Purchasers or give to the Vendor any rights after closing shall survive closing and remain in full force and effect until the covenants are satisfied and the same shall not merge on the completion of this transaction.
14. It is hereby understood and agreed between the Vendor and the Purchasers that the Purchasers cannot assign this Agreement or any part of parts thereof without the prior written consent of the Vendor to such assignment, which consent may be arbitrarily withheld.
15. It is hereby understood and agreed between the Vendor and the Purchasers that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property other than is expressed herein in writing. This Agreement shall not be amended without the same being evidenced in writing and executed by all parties.
16. The Vendor warrants that it will be on the day of closing resident of Canada and shall supply adequate evidence thereof at or before closing.
17. The Transfer shall, save for the Land Transfer Tax Affidavit be prepared in registrable form by the Solicitor for the Vendor at the expense of the Purchasers, such expense being \$200.00 dollars plus HST, payable on closing.



Vendor's Solicitor:

Stephen A. Ritchie  
92 Centrepointe Drive  
Ottawa, Ontario K2G 6B1

Tel: 613-224-6674  
Fax: 613-723-9105

Purchaser(s) Address:

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Purchaser(s) Solicitor:

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Telephone: \_\_\_\_\_