AGREEMENT made (in duplicate) this 27th day of March, 1990

BETWEEN:

ANNANDALE HEIGHTS LIMITED, hereinafter called the Vendor,
OF THE FIRST PART,

AND

WALTER VANBOUWTEGHEM and FRANCINE VANBOUWTEGHEM,
hereinafter called the Purchaser(s),
OF THE SECOND PART.

WHEREAS the Vendor has agreed to sell and the Purchaser(s) has agreed to purchase Lot 101 according to Registered Plan 39 in the Town of Tillsonburg, in the County of Oxford.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for valuable consideration the Parties agree as follows:-

1. SERVICES/SUBDIVISION AGREEMENT

a) The services to be provided by the Vendor at no cost to the Purchaser(s) in respect to the said Plan of Subdivision are: sanitary, storm sewer and watermain, including connections to the lot lines, paved streets, curbs, sidewalks as required by the Town of Tillsonburg.

b) The Vendor shall pay such costs as are required by The Tillsonburg Public Utility Commission for the installation of street lighting in the subdivision and shall pay for the installation of underground hydro services to the lots.

c) The Purchaser(s) shall be responsible for the location and elevation of the building on the said lot and in doing so shall be responsible for ensuring that the said locations suit the existing services and adhere to the applicable zoning by-law regulations and building codes.

d) The Purchaser(s) agrees to pave or concrete the driveway and place topsoil and seed or sod from the curb line to the building line after the curb and gutter has been installed.

e) The Purchaser(s) agrees to accept the said lot subject to any easements granted by the Vendor for the purpose of constructing, maintaining and repairing any or all utilities, gas mains, telephone lines and equipment and all other services and constructions necessary to the servicing and development generally of the subdivision of which these lands form a part, provided, however, that none of the said easements interfere in any way with the normal development of the lot.

W. V.

F. V.

JANUARY 1988
2. LANDSCAPING AND GRADING

The Vendor hereby notifies the Purchaser(s) that an overall drainage plan has been prepared by the Vendor's Consulting Engineer, Cyril J. Demuyere Limited and that this plan has been approved by the Engineer for the Corporation of the Town of Tillsonburg. The Purchaser(s) hereby agrees to grade the lot in compliance with the requirements of the overall drainage plan, or failing this, any variations on the overall drainage plan required by the Purchaser's lot grading or building program, shall first be approved by the Vendor's Consulting Engineer, and the Town Engineer before the carrying out of lot grading by the Purchaser(s). The Purchaser(s) agrees to supply and plan a minimum of three trees per lot within one year of occupancy, such trees to be in accordance with the standard of the Canadian Nursery Trades Association and be nursery grown, with a minimum calibre of 2 inches and height of 8 feet.

3. MISCELLANEOUS

The Purchaser(s) understands and agrees that no prefabricated dwelling is to be erected on the said lot and, furthermore, no dwelling may be moved on to the said lot from another location.

The Purchaser(s) agrees to erect a house including a garage, containing not less than 1,500 square feet, excluding the garage.

The Purchaser(s) understands and agrees that the exterior of all buildings shall be constructed of a minimum of 50% brick or stone.

The Purchaser(s) understands and agrees that no fibreglass or sheet metal shall be used for fencing and that fencing shall be constructed of brick, steel or wood.

The Purchaser(s) understands and agrees to enclose or shield air conditioning (excluding window units) or heat exchanger units on four sides to prevent noise nuisance to adjacent lots.

The Purchaser(s) understands and agrees that no television aerial or satellite dish/or radio antenna is to be erected on the said lot.

The Purchaser(s) understands and agrees that all chimneys including chimneys for furnaces, fireplaces and woodstoves shall be of brick or stone construction.

4. DAMAGES

The Purchaser(s) shall be responsible for all damage to curbs, sidewalks and other services caused by the Purchaser(s) or his agent or contractor during the construction of a house on the premises, or otherwise.

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5. **RIGHT OF ENTRY AND EASEMENTS**

The Vendor will retain on closing the right for itself, its servants, sub-contractors and agents, until the subdivision is accepted by the Town, to enter upon the lands to correct grade and drainage problems which might arise including the right to change the level of the lot to conform with both existing and future grading and levels of adjoining lands, so that the surface drainage features will comply with the drainage patterns provided in the Subdivision Agreement between the Vendor and the Town of Tillsonburg or as may be otherwise approved by the Engineer for the Town, provided that there is no interference with any dwelling unit or attached garage which might be erected on the said lot.

6. **APPROVAL OF HOUSE PLANS**

The Purchaser(s) shall submit all house plans to the Vendor for inspection and approval prior to commencement of construction. If such plans are not approved, the parties will endeavour to make such amendments as may be required to obtain the Vendor's approval. If the matter cannot be resolved, the Purchaser(s) will reconvey the lands to the Vendor at the original purchase price, less any real estate commission and legal expenses incurred by the Vendor in the original sale and the reconveyance.

7. **NO MERGER OF TITLE**

It is understood and agreed that all obligations of the Vendor and the Purchaser(s) herein shall continue in full force and effect and shall not be deemed to be merged in any conveyance or conveyances to be given to the Purchaser(s).

This Agreement shall be binding upon the parties hereto their respective heirs, executors, administrators, successors and assigns, and upon subsequent owners and occupants of the lands herein described.

IN WITNESS THEREOF the Vendor has affixed its Corporate Seal duly attested by the hands of its proper signing officers and the Purchaser(s) have affixed their hands and seals.

**SIGNED, SEALED AND DELIVERED**

in the presence of

**ANNANDALE HEIGHTS LIMITED**

) )

President

) )

Secretary

) )

WALTER VANHOUTTEGHEM

) )

FRANCINE VANHOUTTEGHEM

**JANUARY 1988**
9. Vendor and Purchaser agree that if the condition of the property, access to the property, or any other condition is such that it may be considered an 'as is' condition, the Vendor shall not be required to make any repairs or alterations to the property, and the Purchaser shall assume all risks associated with the purchase.

10. Purchaser agrees to pay the full purchase price of the property as agreed upon in this agreement, and the Vendor agrees to sell the property as is, with no warranties or representations made by the Vendor.

11. Purchaser shall pay all real estate taxes and other governmental charges and assessments on the property prior to the closing date.

12. Purchaser shall be responsible for all costs associated with the purchase of the property, including but not limited to, attorney fees, title search fees, and any other fees incurred by the Purchaser.

13. The terms of this agreement shall be binding upon the parties and shall survive any breach or default by either party.

14. This agreement may not be amended or modified except in writing signed by both parties.

15. This agreement is subject to the approval of the bank or lender financing the purchase of the property.

16. This agreement is subject to the approval of any necessary governmental agencies or authorities.

17. This agreement is subject to the approval of any necessary insurance companies or brokers.

18. This agreement is subject to the approval of any necessary legal or regulatory bodies.

19. This agreement is subject to the approval of any necessary real estate brokers or agents.

20. This agreement is subject to the approval of any necessary title insurance companies.

21. This agreement is subject to the approval of any necessary title companies.

22. This agreement is subject to the approval of any necessary mortgage lenders or loan officers.

23. This agreement is subject to the approval of any necessary appraisers or valuation companies.

ACKNOWLEDGMENT

I acknowledge receipt of this agreement and agree to the terms and conditions contained herein.

[Signature] Date

Witness

[Signature] Date

Address: 

Phone: 

Fax: 

[RM No. 101]
ONTARIO REAL ESTATE ASSOCIATION

AGREEMENT OF PURCHASE AND SALE

PURCHASER, WALTER VANHOUTEGHEM and FRANCINE VANHOUTEGHEM
VENDOR, COUNTY HAMILTON INVESTMENTS CORP.
AGENT, R. E. Wood Realty Ltd. Macrida Realty Inc.

PROPERTY: situated on the north line of Thomas Ave. known municipally as 19 Thomas Ave., in the Town of Tillsonburg and having a frontage of 110 ft., more or less and described as Lot 101, Plan 69, Annandale Heights Subdivision, Town of Tillsonburg, County of Oxford.

FORFEE THOUSAND DOLLARS (CAN.) $1000.00

1. Purchaser submits with this offer ONE $1000.00 DOLLARS ($1000.00) towards the PURCHASE PRICE to be held by the Listing Broker as a deposit to be held by him in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.

2. Purchaser agrees to pay the balance of the purchase price, subject to the usual adjustments, in cash or by certified cheque, to the Vendor upon completion of this Agreement.

SCHEDULE "A-69" to form part of this Agreement.

3. Purchaser and Vendor agree that all existing liens are included in the purchase price except those listed hereunder:

4. Purchaser agrees this Offer shall be irrevocable on or until 11:30 p.m. on the 29th day of March 1993, at which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.

5. This Agreement shall be completed on the 1st day of April 1993. Upon completion, vacant possession of the property shall be given to Purchaser unless otherwise provided below.

6. Purchaser shall be allowed until 11:30 p.m. on the 30th day of April 1993, to examine the title to the property, at his own expense, to satisfy himself that there are no outstanding work orders affecting the property, and its present use.

7. Provided that the title to the property is good and free from all encumbrances except as hereunder and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor assessments of public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or in any outstanding work order, or to the last paid property tax is not lawfully be discontinued, or that the principal building may not be insured against risk of fire if made in writing to Vendor and in which Vendor is unable or unwilling to remove, remedy or the same and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all money therefore paid shall be returned without interest or deduction and Vendor and Vendor's Agent shall not be liable for any costs or damages. Save as to any valid objection so made by each day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

8. Purchaser acknowledges having inspected the property prior to submitting this Offer and understands that upon Vendor accepting this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.