



The Corporation of the Town of Grand Valley

5 Main Street North
Grand Valley, ON L9W 5S6
Tel: (519) 928-5652
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www.townofgrandvalley.ca

REQUESTS FOR TENDERS

FOR THE SALE OF MUNICIPALLY-OWNED LAND

PROPERTY: 046384 Southgate Road 04
CON 2 LOT 32
Township of Southgate, Ontario

Tender Issue Date	Tuesday, August 26, 2025
Last Date for Questions	Wednesday, September 17, 2025 at 4:30pm
Last Date for Addenda Posting	Monday, September 22, 2025 at 4:30pm
Tender Closing Date and Time	Wednesday, September 24, 2025 at 12:00 Noon
Tender Closing Location	Municipal Office 5 Main Street North Grand Valley ON L9W 5S6
Minimum Reserve Bid	\$1,300,000.00
Primary Contact	Meghan Townsend, CAO/Clerk mtownsend@townofgrandvalley.ca 519 928 5652 x222
Notice	Late submissions will not be accepted. Paper submissions in sealed envelopes only.
Required with Submission	Completed Appendix B Completed Appendix C Deposit



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1. TENDER

- 1.1. This tender covers the sale of municipally owned land as specified in Appendix A.
- 1.2. This tender document is available from the following sources only:
 - 1.2.1. On the Town of Grand Valley website at
<https://www.townofgrandvalley.ca/business-development/bids-tenders-and-rfps/> ,
under Sale of Land or Other Purchasing Opportunities; OR
 - 1.2.2. In person from the Town of Grand Valley municipal office at 5 Main Street North,
Grand Valley, Ontario L9W 5S6
- 1.3. The Town reserves the right to cancel the tender process at any time prior to the successful bidder being declared. The Town reserves the right, in its absolute discretion, to accept a tender which it deems most advantageous to itself and the right to reject any tender, in each case without giving any notice.
- 1.4. In no event will the Town be responsible for the costs of the preparation or the submission of a Tender. No Bidder shall have any claim for any compensation of any kind as a result of participating in this tendering process and by submitting a Tender, each Bidder shall be deemed to have agreed that it has no claim.

2. FORM OF TENDER

- 2.1. All Tenders **must** include one (1) completed original of each of the following items, submitted in a sealed package, clearly marked as
 - “TO: TOWN OF GRAND VALLEY
ATTENTION: CLERK
CONFIDENTIAL TENDER FOR SALE OF LAND, SOUTHGATE PIT”and include the following items to be considered a full submission:
 - 2.1.1. Appendix B – Form of Tender
 - 2.1.2. Appendix C – A signed copy acknowledging all addenda, and
 - 2.1.3. Deposit in the form of a money order or bank draft or cheque certified by a bank or trust corporation payable to the Corporation of the Town of Grand Valley and representing 5 per cent or more of the tender amount.

- 2.2. Failure to make a full submission will result in the Tender being considered incomplete and rejected. The Town reserves the right, but does not have the obligation, to waive minor inconsistencies in the form of Tender that are not, in the Town's opinion, material to the award of the Tender.
- 2.3. Failure to submit the required deposit with the Tender submission will result in the Tender being considered incomplete and rejected.
- 2.4. HST shall not be included in the bid amount. HST will be in addition to the purchase price, if applicable. HST, if applicable, is in addition to the bid amount/purchase price.
- 2.5. Property is being sold 'as is.' Bidders shall not submit conditions with their bid.
- 2.6. All funds shall be in Canadian dollars.

3. ADDENDA

- 3.1. It may be necessary for the Town to issue addenda for a variety of reasons.
- 3.2. Addenda to the Tender will be posted on the Town of Grand Valley website [<https://www.townofgrandvalley.ca/business-development/bids-tenders-and-rfps/>] when necessary, from time to time, up to the closing date of the bidding process. Interested Bidders shall not be notified individually of issued addenda; therefore, it is the Bidder's responsibility to refer to the website prior to submitting a tender.
- 3.3. It is the Bidder's responsibility to ensure all addenda have been received. A signed copy of Appendix C must be included in the Tender submission as confirmation of their receipt. Failure to include a signed copy of all addenda in the Tender submission will result in the tender being rejected as incomplete, even if no addenda are issued.
- 3.4. No oral explanation or interpretation will serve as an addendum nor modify any of the requirements or provisions of the tender documents.

4. SITE VISIT

- 4.1. Before submitting a Tender, Bidders are strongly advised to visit the general location of the property to familiarize themselves with the site conditions and the surrounding area. Site visits onto the property can be arranged by booking an appointment through the Primary Contact.
- 4.2. By submitting a Tender, Bidders represent and warrant that they have made their own determinations as to the existing conditions and those likely to be encountered in the

future should their Tender be accepted. All properties are sold “**as is**” including, without limitation, as to all title matters that may affect the property.

5. WITHDRAWAL OR QUALIFYING TENDERS

5.1. A Bidder may withdraw or qualify a Tender at any time up to the **Tender Closing Date and Time** by submitting a letter bearing the same signature as in the Tender to the Town of Grand Valley. Letters will be opened with the tenders and matched with their applicable original tender submission.

5.2. Such a submission must be received in sufficient time to be marked before the **Tender Closing Date and Time**. On the sealed envelope containing the submission to alter the bid, The Bidder shall indicate

“TO: TOWN OF GRAND VALLEY

ATTENTION: CLERK

CONFIDENTIAL TENDER FOR SALE OF LAND, SOUTHGATE PIT

SUBMISSION TO WITHDRAW OR QUALIFY TENDER”

Tender documents, including letters to withdraw or qualify a Tender, received by email or facsimile will **not** be considered.

6. DELIVERY AND OPENING OF TENDERS

6.1. Completed Tender forms in sealed envelopes clearly marked as to the contents will be received by the Town of Grand Valley no later than the **Tender Closing Date and Time** at the Municipal Office, 5 Main Street North, Grand Valley, Ontario L9W 5S6. Submissions shall be date stamped at time of receipt at the Town office, and, if the submission is made in person, the delivering person shall receive a receipt from the Town. **Tenders received late, by email or facsimile will not be considered.**

6.2. Delivery of Tenders by the deadline is the responsibility of the Bidder.

6.3. Commencing after the **Closing Date and Time**, the envelopes will be opened, and the Tenders will be read and recorded publicly by the Clerk or designate within the Municipal Office. Tenders will then be checked and analyzed for completeness and presented to Council at a later date. Bidders who wish to witness the public opening shall call the Municipal Office in advance to register. The successful bidder will not be announced on the Closing Date.

7. EXAMINATION OF TENDER DOCUMENTS

- 7.1. Each Bidder must satisfy themselves by a personal study of the Tender documents respecting the conditions existing or likely to exist in connection with the proposed acceptance of their bid. There will be no consideration of any claim, after submission of quotations, that there is a misunderstanding with respect to the conditions imposed by this Tender. Should the Bidder require more information or clarification on any point, it must be obtained prior to submission of the Tender.
- 7.2. The Bidder must satisfy themselves as to the full requirements of the Tender including any associated legal costs, land transfer costs, licence transfer costs, etc.
- 7.3. By submitting this Tender, the Bidder acknowledges that it has been provided with ample opportunity to review this Tender document and obtain independent legal and/or other advice. Accordingly, the Bidder agrees that all provisions in this Tender document are valid and effective.

8. EVALUATION OF TENDERS

- 8.1. Proposed uses and Bidder identity will not form part of the staff report to Council. Only the bid amount provided in those Tenders that are considered full submissions will be evaluated by staff and considered by Council.

9. INFORMAL OR UNBALANCED TENDERS

- 9.1. The Town reserves the right, in its sole discretion, to accept any bid that contains minor irregularities. Such acceptance shall not be deemed to prejudice or affect the fairness of the tender process. The Town's decision in this regard shall be final and binding, and no Bidder shall have any claim against the Town for the acceptance of a bid with minor irregularities.
- 9.2. All entries in the Form of Tender shall be made in ink or typewritten. All signatures shall be pen-to-paper, "wet" signatures. Entries or changes made in pencil shall, unless otherwise decided by the Town, be declared invalid or informal. Tenders which are incomplete, illegible or obscure, contain additions not called for, reservations, erasures, alterations (unless properly and clearly made and initialled by the Bidder's signing official) or irregularities of any kind may be rejected as informal. Notwithstanding the



foregoing and any other term of this Tender, the Town reserves the right to waive minor or non-material formalities at its discretion.

10. RIGHT TO ACCEPT OR REJECT TENDERS

- 10.1. Each Tender shall be open for acceptance by the Town for a period of ninety (90) calendar days following the closing date.
- 10.2. The Town shall not be responsible for any liability costs, expenses, losses or damages incurred, sustained or suffered by any Bidder prior to or subsequent to, or by reason of the acceptance or the non-acceptance by the Town of any Tender, or by reason of any delay in the acceptance of a Tender save as provided in the Tender or Agreement of Purchase and Sale.
- 10.3. The Town reserves the right, at its sole discretion, to reject any or all Tenders or to accept any Tender should it deem to be in the best interest of the Town to do so.
- 10.4. The Town reserves the right to reject any or all Tenders that are submitted by Bidders who hold accounts with the Town that are not in good standing, including outstanding invoices, tax accounts, etc.
- 10.5. Tender award is subject to Town of Grand Valley Council approval.
- 10.6. The Town is not obligated to accept any or even the highest bid. For greater certainty, and without limitation, Tenders may be rejected for any one of the following reasons:
 - 1) Bids received after Closing Date and Time
 - 2) Bids received on other than the tender form supplied
 - 3) Bids not completed in ink or by digital means
 - 4) Incomplete bids (all items not bid)
 - 5) Qualified or conditional bids
 - 6) Bids not properly signed and sealed
 - 7) Bids with mistakes or irregularities that are considered to be material in the sole and unfettered opinion on the Town.

11. DISCLAIMERS, OMISSIONS, DISCREPANCIES, AND INTERPRETATIONS

- 11.1. The Town shall not be held liable for any errors or omissions in any part of this document. While the Town has used considerable efforts to ensure an accurate

representation of information, the information is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Tender.

11.2. Should a Bidder find omissions from or discrepancies in any of the Tender documents or should they be in doubt as to the meaning of any part of such documents, the Bidder should contact the Primary Contact. If the Town considers that a correction, explanation, or interpretation is necessary or desirable, an addendum will be issued.

11.3. No oral explanation or interpretation will modify any of the requirements or provisions of the Tender document.

12. AGREEMENT AND PAYMENT

12.1. The successful Bidder shall retain their own solicitor to act for them, at their expense.

12.2. All legal documents will be prepared by the Town's solicitor.

12.3. The successful Bidder will be responsible for all Town legal and other costs relating to this Tender. The successful Bidder shall be responsible for all costs relating to the completion of the transfer of the Property, including Town legal fees, registration costs, applicable taxes, in addition to the accepted bid amount. In addition, the successful bidder shall be responsible to pay the applicable Land Transfer Tax imposed at the time of registration of the Transfer.

12.4. The Town makes no representation regarding the title to or any other matter relating to the lands to be sold. Responsibility for ascertaining these matters rests with the Bidder.

12.5. If, after the Tenders have been opened, the Town sends the Bidder a notice that their tender has been accepted, they must pay the full balance of the bid owing within 14 calendar days of the notice being given, excluding applicable taxes, legal fees, expenses, etc. If the Bidder does not pay the balance as required, for any reason, their deposit will be forfeited to the Town, and the property will be offered to the next highest Bidder.

12.6. The successful Bidder agrees to have its solicitor pay the balance of the tender amount and all other amounts pursuant to the terms of this Tender, subject to adjustments, to the Town's solicitor on completion of this transaction, with funds drawn on lawyer's

trust account in the form of certified cheques or wire transfer using the Large Value Transfer System.

13. WARRANTY

- 13.1. The responsibility for researching/reviewing the property and title to the property rests solely on the Bidder.
- 13.2. The Town makes no warranties or representations as to the environmental condition of the property or the condition of any structures on the property. It is the responsibility of the Bidders to satisfy themselves as to the condition of the property and the fitness of the property for any intended or proposed use. The Town assumes no liability for the condition of the property whatsoever.
- 13.3. The Bidder acknowledges that any Agreement of Purchase and Sale will be for a sale of the property on an “as-is-where-is” basis only.
- 13.4. Any Agreement of Purchase and Sale will require indemnities to hold the Town harmless and indemnify the Town against any third-party claims and regulatory orders issued related to the property.
- 13.5. The Successful Bidder must take all steps, at its sole expense, for a Transfer of the Town’s existing Aggregate Pit Licence. No later than five (5) business days following the registration of the Transfer of the Property to the Successful Bidder, the Successful Bidder shall submit an Application for the Transfer of a Licence or Permit under the ARA to the ARA Approvals (MNR) and provide the Town with proof of submission. In the event that the Successful Bidder fails to submit such Application, or is ultimately denied the licence transfer, the Successful Bidder shall be required to forthwith reconvey the property back to the Town all at the Successful Bidder’s sole expense (including the Town’s legal fees, all taxes including Land Transfer Tax, HST, etc., all disbursements, and any other costs relating to such reconveyance). In such instance, the Town will, upon completion of the reconveyance, return the amount of the purchase price, less the amount of the deposit submitted with the Tender, which the Town shall be entitled to retain.

14. NOTICE OF ACCEPTANCE

14.1. Notice of Council acceptance of tender may be made by registered mail, telephone or email to the successful Bidder. Unsuccessful Bidders shall not be notified but may contact the Municipal Office to inquire on the status of their tender. Unsuccessful Bidders are required to make arrangements to pick up their deposit funds directly from the Town's municipal office.

15. TENDER DEPOSIT

15.1. The Deposit, by certified cheque or money order, in the favour of the Corporation of the Town of Grand Valley, representing 5 per cent or more of the tendered amount, is to be held in trust pending completion or other termination of an Agreement of Purchase and Sale and will be credited toward the Purchase Price upon completion in the case of the successful Bidder.

15.2. If, for any reason, the successful Bidder does not complete the transfer, the Town will retain the all or part of the deposit to cover any costs incurred by the Town as a result of the Bidder failing to complete the transfer.

16. H.S.T.

16.1. HST is applicable to the sale of these lands.

17. FREEDOM OF INFORMATION

17.1. Personal information contained in this Tender is collected under the authority of the *Municipal Act*, S.O. 2001, as amended, and any by-laws passed pursuant to it.

17.2. All written Tenders received by the Town become a public record. Once the Town of Grand Valley accepts a proposal and a contract is signed, all information contained in them is available to the public, including personal information.

17.3. Questions about collection of personal information and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, Chapter M.56, as amended, shall be directed to the Town of Grand Valley.

17.4. The Clerk has been designated by the Town of Grand Valley to carry out responsibilities of the Act.



The Corporation of the Town of Grand Valley

Tender - Sale of Land
046384 Southgate Road 04
CON 2 LOT 32
Township of Southgate, Ontario

18. CONTACT

18.1. All inquiries related to the Tender and Award Process shall be directed to the Primary Contact at the Town of Grand Valley municipal office.

Meghan Townsend

mtownsend@townofgrandvalley.ca

Phone: (519) 928-5652 x222

18.2. The Town of Grand Valley assumes no responsibility should the Bidders not receive emails, which may be blocked due to spam filters or for other technical reasons.

APPENDIX A - Description of Lands

Property – 046384 Southgate Road 04, Con 2 Lot 32, Township of Southgate, Ontario

Roll Number:	4207090007018000000	Current Value Assessment (MPAC)	\$177,000
Address	046384 Southgate Road 04	Year Assessed by MPAC	2016
MPAC Property Type	Residential Vacant Land		

Item	Detail
Legal Description	PIN 37272-0129 (LT): Part Lot 32, Concession 2 EPR, Geographic Township of Proton, now the Township of Southgate, County of Grey, Ontario.
Lot Area	98 acres (approximate)
OP Main Designation	Hazard Land, Provincially Significant Wetland and Rural.
Land Use Classification (Zoning)	<ul style="list-style-type: none"> • Extractive Industrial Zone (M4): ± 9.5% of the overall acreage • Wetlands Protection Zone (W): ± 40.3% of the overall acreage • Environmental Protection Zone (EP): ± 1.8% of the overall acreage • Agricultural Zone (A1): ± 48.5% of the overall acreage
Aggregate Pit Licence Number	4875, Southern Region, Aurora Midhurst Owen Sound District - To be transferred to the Purchaser at Purchaser's cost
Road Maintenance	Municipal Year Round
Road Type	Town
Features	Vacant land
By-law Restrictions	Contact the Township of Southgate for any restricted uses
Date of Acquisition	1993
Method of Acquisition	Purchase
Municipal Water	None
Waste Services	None
Current Use	Vacant with licenced aggregate pit



The Corporation of the Town of Grand Valley

Tender - Sale of Land
046384 Southgate Road 04
CON 2 LOT 32
Township of Southgate, Ontario

Nearest Intersection	Southgate Road 04 and County Road 8
Known Encroachments	none known
Number of Structures	Vacant Land
Development Restrictions and Easements	Contact the Township of Southgate
Appraised Value:	\$650,000.00. Appraisal report available
Minimum Reserve Bid	\$1,300,000
Anticipated Extra Costs	Town Legal Expenses Successful Bidder's legal expenses including disbursements, including Transfer registration fees Transfer of Pit Licence HST Land Transfer Tax

Appraisal Report and Geological Investigation Reports are available separately on the Town's Bids, Tenders and RFPs website along with this Request for Tenders document - <https://www.townofgrandvalley.ca/business-development/bids-tenders-and-rfps/>

Location Map – 046384 Southgate Road 04, Con 2 Lot 32, Township of Southgate, Ontario





APPENDIX B – Form of Tender

This page **MUST** be returned as part of the tender submission

THE CORPORATION OF THE TOWN OF GRAND VALLEY
TENDER TO PURCHASE LAND
046384 Southgate Road 04, Con 2 Lot 32, Township of Southgate, Ontario

I/WE, _____, (the “Purchaser”) irrevocably offer to purchase the real property legally described as:

046384 Southgate Road 04, Con 2 Lot 32, Township of Southgate, Ontario

from the Corporation of the Town of Grand Valley (the “Vendor”) for the purchase price of:

_____ Dollars \$ _____ .00

(excluding HST) in accordance with the terms and conditions of Tender.

I/WE enclose my/our deposit payable to the Vendor in the amount of:

_____ Dollars \$ _____ .00

representing a minimum of 5% of the purchase price, as a deposit to be held pending completion of the purchase or other termination of this Offer to Purchase or termination of the Agreement herein contemplated. Upon completion of the purchase, the said deposit shall be applied to the purchase price. The purchase price stated herein is exclusive of any Harmonized Sales Tax (HST), and HST is applicable to this transaction. The Vendor will not collect HST if the Purchaser provides to the Vendor with 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. .

A) This Offer to Purchase (the “Offer”) is made upon the following terms and conditions:

- 1) This Offer shall remain open for acceptance by the Vendor until 11:59 p.m. October 15, 2025.
- 2) This Agreement shall be conditional until closing upon the Vendor complying with its Notice procedures and all other requirements pursuant to its By-law to establish procedures to sell or otherwise dispose of real property, including Council of the Vendor passing a by-law confirming the sale in accordance with the terms hereof. If this condition is not satisfied, then this Agreement shall be null and void, and the Purchaser’s deposit returned in full without interest.
- 3) The Purchaser shall assume responsibility for the Aggregate Pit Licence. The Purchaser warrants to take all steps, at its sole expense, for a transfer of the Vendor’s existing Aggregate Pit Licence for the Property. No later than five (5) business days following the registration of the Transfer of the Property to the Purchaser, the Purchaser is required to submit an Application for the Transfer of a Licence or Permit

under the ARA" to the ARA Approvals (MNR) and provide the Town with proof of submission. In the event that the Purchaser fails to submit such Application, or should the Ministry of Natural Resources deny the application for the licence transfer, the Purchaser shall be required to forthwith reconvey the property back to the Vendor all at the Purchaser's sole expense (including the Vendor's legal fees, all taxes including Land Transfer Tax, HST, etc., all disbursements, and any other costs relating to such reconveyance). In such instance, the Vendor will, upon completion of the reconveyance, return the amount of the purchase price, less the amount of the deposit submitted with this Tender, which the Vendor shall be entitled to retain as damages, which shall not constitute a penalty. The Vendor shall be entitled, at its option, and at the Purchaser's expense, to register an Option to Purchase on title to the Property concurrently with the Transfer to the Purchaser. The Vendor agrees to sign and do all things reasonably necessary in order to facilitate the transfer of the pit licence. The foregoing warranties shall not merge but shall survive the completion of the transaction

- 4) In no event shall the Purchaser conduct any operations to extract or otherwise deal with the aggregate in or on the property until the transfer of the existing Aggregate Pit Licence has been processed and approved by the Ministry of Natural Resources and proof of same has been submitted to the Vendor. Should the Purchaser be conducting any operations to extract or otherwise deal with the aggregate in or on the property prior to the transfer of the existing licence, the Vendor may, at its option and at the Purchaser's expense, require a reconveyance of the property in accordance with the provisions of section 3) herein. The foregoing shall not merge but shall survive the completion of the transaction
- 5) Acceptance of this Offer, and notices required under the Agreement constituted by such acceptance, shall be in writing and shall be given by delivering same or mailing same by prepaid registered mail to the Purchaser at the address herein and if delivered, be deemed to have been received by the Purchaser at the time of delivery and if mailed shall be deemed to have been received by the Purchaser on the 3rd day after the posting thereof. This Offer, any counter-Offer, notice of acceptance thereof, or any notice shall be deemed given and received where an email address is provided herein when transmitted electronically to that email address.

Email address for delivery of Notices to Vendor: mtownsend@townofgrandvalley.ca

Email address for delivery of Notices to Purchaser: _____

- 6) The Purchaser agrees to accept the Vendor's title in the Property as is and without any representations or warranties. Purchaser is not to call for the production of any title instrument, abstract, survey or other evidence of title except such as are in the possession of the Vendor.
- 7) The Purchaser acknowledges that it has made an inspection of the Property and is buying the Property "as is", including its environmental condition. The Purchaser agrees the Vendor is not liable for any environmental matters relating to the Property. On closing of this transaction, the Purchaser agrees and does hereby assume and be responsible for and releases the Vendor, its officers, employees and agents from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands, whether occurring or caused before, on or after the closing date which the Purchaser has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including any environmental liability. The Purchaser shall indemnify the Vendor, its officers, employees and agents, from and against all losses,

damages, costs, expenses, claims, liabilities, actions, causes of action and demands, whether occurring or caused before, on or after the closing date of this transaction which the Vendor, its officers, employees and agents may suffer, incur, be subject to or liable for as a result of any claim brought against any one or more of them for any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including, without limitation, any environmental liability, regulatory order, or otherwise.

This provision shall not merge on the closing of this transaction.

- 8) The Purchaser acknowledges and agrees that it submits this Offer without any agreement, representation or warranty from the Vendor and without any obligation on the part of the Vendor (except as otherwise required by law) to inform or advise the Purchaser regarding the fitness or suitability of the Property for the use intended by the Purchaser. The Purchaser acknowledges that it has undertaken its own investigations as to the applicable Land Use Planning Documents (Zoning By-law, Official Plan, Provincial Legislation and Policy) that may affect the Purchaser's use or intended use of the property and that the Vendor makes no representations or warranties related thereto.
 - 9) The Purchaser acknowledges and agrees that this agreement is and shall not be subject to any condition of financing. The Purchaser warrants that if it is relying upon financing to complete this transaction, all necessary financing approvals have been obtained prior to its execution of this agreement.
- B) This Offer, when accepted by the Vendor, shall constitute a binding Agreement of Purchase and Sale (the "Agreement"), upon the covenant and agreement that the Agreement is subject to the provisions of Section A(2) herein.
- C) The purchase and registration of the Transfer shall be completed on or before the thirtieth (30th) business day (excluding Saturday, Sunday and Statutory Holidays) following acceptance by the Vendor.
- D) The balance of the purchase price, subject to the usual adjustments, shall be paid by certified cheques or wire transfer using the Large Value Transfer System payable to the Corporation of the Town of Grand Valley on the date of completion or as the Vendor's lawyer may so direct. The purchaser shall be responsible to pay all of the Town's costs relating to this Tender and the completion of the transfer of the property (without limiting the foregoing, this includes the Town's legal fees, disbursements, taxes).
- E) Any tender of documents or money may be made on the Vendor or Purchaser or on the solicitor for either party. The Transfer/Deed shall be prepared by the Vendor at its expense.
- F) The Purchaser shall retain its own lawyer to complete the Agreement of Purchase and Sale of the Property. Where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser 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 Vendor and Purchaser 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 Upper Canada. Unless otherwise agreed to by the lawyers, such



exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

- G) If, upon the day fixed for completion of the purchase, the Vendor is, for any reason beyond its control, unable to convey the Property and the parties are not able or willing to agree to an extension of time, the Agreement shall terminate, and the Purchaser shall be entitled to a return of the deposit without interest but shall have no claim against the Vendor for costs or damages of any kind.
- H) The Property shall be at the risk of the Vendor until the completion of the Purchase; thereafter, the Property shall be at the risk of the Purchaser. In the event of material damage to the Property before completion of the Purchase, the Agreement may, at the option of the Purchaser, be terminated whereupon the Purchaser shall be entitled to a return of the deposit, without interest, but shall have no claim against the Vendor for costs or damages of any kind.
- I) In the event that the legal description of the Property is not satisfactory for registration purposes, the Purchaser shall supply the Vendor with a registerable description at the Purchaser's expense. All fees, levies or taxes in connection with the registration of the Purchaser's documents shall be at the expense of the Purchaser.
- J) Words importing the singular number may include the plural.
- K) Time in all respects shall be of the essence of the Agreement and all the provisions thereof.
- L) The Agreement shall be binding upon the parties thereto and their respective heirs, executors, administrators and permitted assigns.
- M) The Purchaser shall not assign the Agreement in whole or in part without the prior written consent of the Vendor.
- N) The Agreement contains the entire understanding between the parties and there is no warranty, collateral agreement, condition or misrepresentation affecting the Property of the Agreement.

In Witness Whereof is hereunto set the hand and seal of the Purchaser this _____ day of _____, 2025, being the date of this Offer.

Signed, sealed and delivered in the presence of:

(Witness)

(Purchaser)

Name Address of Purchaser (Please print)

Name: _____

Address: _____

Telephone No.: _____ Email address: _____

Name of Purchaser's Solicitor: _____

Address: _____

Telephone No.: _____ Email address: _____



In consideration of the deposit and the covenants of the Purchaser contained in this Offer, the Corporation of the Town of Grand Valley hereby accepts this Offer.

This _____ day of _____, 2025.

Authorized by By-law number _____

THE CORPORATION OF THE
TOWN OF GRAND VALLEY

Per: _____
Steve Soloman, Mayor

Per: _____
Meghan Townsend, Clerk

We have authority to bind the Corporation



The Corporation of the Town of Grand Valley

Tender - Sale of Land
046384 Southgate Road 04
CON 2 LOT 32
Township of Southgate, Ontario

APPENDIX C - Acknowledgement to Receipt of Addenda

This page **MUST** be returned as part of the tender submission

ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA

This will acknowledge receipt of the following addenda and that the proposed pricing quoted includes the provision set out in such addenda.

Addendum #

Date Received

☐ Check here if NO Addenda received.

Bidder: _____

Date: _____

Signature: _____