

AGREEMENT OF PURCHASE AND SALE

1. **THE UNDERSIGNED** Joseph Weng and Hong Weng
 (hereinafter called the "Purchaser") hereby agrees with **VALECRAFT HOMES (2019) LIMITED**, (hereinafter called the "Vendor")
 to purchase the lands and premises known as: **BUILDER'S LOT /UNIT:** PH1 A02, being part of
 Part(s) _____ of Reference Plan 50R- _____ Part of Lot(s) _____
BLOCK: _____ of **PLAN 4M-1740** **SUBDIVISION** Shea Village **Phase** _____
 Municipal Address 1128 Cope Dr., Stittsville, ON., K2S 3C3, Stittsville, Ontario
 (herein referred to as the "Lands") together with a dwelling **Model:** _____
Elevation: _____, **Options:** _____ to be erected thereon - the lands and dwelling
 sometimes being collectively referred to herein as the "Real Property" at the price of \$675,000.00
DOLLARS (the "Purchase Price") including net Harmonized Sales Tax ("HST") (subject to Schedule "G") payable as follows:

- | | | |
|-----|---|---|
| (a) | By deposit received by the Vendor with the offer: | <u>\$10,000.00</u> |
| (b) | By further deposit upon firm-up: | <u>\$20,000.00</u> |
| (c) | By further deposit(s) dated: 30 days post firm-up (post dated): | <u>\$20,000.00</u> |
| | Total Deposit(s): | <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$50,000.00</div> |


(Any NSF cheques for Deposits or Upgrades are subject to an NSF fee of \$150.00) *In the event that any one of the above deposits is not provided to the Vendor in accordance with the provisions of this Agreement, or if provided, is dishonoured when presented for payment, the Vendor shall notify the Purchaser and the Purchaser shall have five (5) business days to cure such default, failing which, the Vendor shall have the right to declare this Agreement terminated without further notice and, in addition to and without prejudice to any other rights and/or remedies available to the Vendor, at law or in equity, as a consequence of said breach or default by the Purchaser, all deposit monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages, and not as a penalty.

- (d) The balance of the purchase price being approximately \$625,000.00 shall be payable
 by cash or certified cheque on
 the 20th day of March, 2025
which shall be the date of closing, (the "Closing").

- (e) Pre-move inspection will be 5 to 10 business days prior to the closing date.

2. **Dwelling:** The Vendor will erect on the Real Property before Closing a dwelling of type _____
 in a good and workman like manner, in accordance with the plans and specifications filed with The City of Ottawa and amendments thereto. The specifications for the dwelling shall be in substantial conformity as set out in Schedule "B" annexed hereto except where they vary from the requirements of The City of Ottawa.
3. It is agreed that acceptance of construction, siting of dwelling, grading and amendments to plans by The City of Ottawa shall constitute acceptance by the Purchaser. The Vendor shall have the right to make minor deviations from plans and specifications and to substitute other material for that provided for in the plans and specifications provided that such material is of quality equal to or better than the material in the specifications. Exterior illustrations are artist concept only and may not be exactly as shown. Actual useable floor space may vary from the stated floor area. All dimensions are approximate. The approximate location and dimensions of the Real Property are shown on Schedule "D" attached hereto (the property is outlined in red).
4. The Vendor warrants that the dwelling erected by it on the Real Property shall conform to Tarion Warranty Corporation's (Ontario New Home Warranty Program) exclusive of normal wear and tear and minor faults such as hair-line cracks in concrete or plaster or health of existing trees on the Real Property (the Vendor will not remove, replace or treat any existing trees subsequent to the Closing). The Vendor warrants it is a member of the Tarion Warranty Corporation. The warranty is extended to this dwelling under the terms and conditions of the Ontario New Home Warranty Program. The Vendor further warrants and agrees that prior to the completion of the Pre-Delivery Inspection of the dwelling by the Purchaser, the Vendor shall provide to the Purchaser a Tarion Warranty Corporation Homeowner Information Package.
5. **Selections:** Within twenty-one (21) days of this Agreement becoming unconditional (the "Selection Date"), the Purchaser shall make a selection with respect to optional colours and finishes for the dwelling, including any extras to be requested by the Purchaser and permitted by the Vendor. In the event the Purchaser fails to make such selections by the Selection Date, the Vendor shall notify the Purchaser and the Purchaser shall have three (3) days to cure such default, failing which, the Vendor may, at its sole option, either:
- (a) make all selections for the dwelling on behalf of the Purchaser, in which event the Purchaser irrevocably agrees to accept the Vendor's selections; or
 - (b) declare this Agreement terminated without further notice and, in addition to and without prejudice to any other rights and/or remedies available to the Vendor, at law or in equity, as a consequence of said breach or default by the Purchaser, all deposit monies paid to the Vendor hereunder shall be forfeited to the Vendor as liquidated damages and not as a penalty.


 Purchaser


 Purchaser


 Vendor

Notwithstanding the foregoing, the Purchaser acknowledges and accepts that the length of time for the Purchaser's selections that occurs beyond receipt of notification from the Vendor may give rise to the need of the Vendor to exercise its unilateral right to extend the Closing in accordance with the provisions of the *Ontario New Home Warranties Plan Act*. Once the selections have been initially made, there will be no changes in such selections permitted unless authorized in writing by the Vendor and the cost of any change shall be \$300.00 plus HST plus any additional material or equipment costs.

6. **Extras:** Upon request and at the expense of the Purchaser, the Vendor may, but shall not be obliged to, agree to provide certain extras, custom work, upgrades, items or colours which are not included in the Purchase Price payable for the Real Property (collectively referred to as "Extras"). Extras will only be considered if the Amendment for said Extras is received prior to the start of construction of the dwelling. Any Extras exceeding forty thousand dollars (\$40,000.00) will require an additional deposit of fifty percent (50%) of the exceeded amount and is to be paid at the time of signing the Amendment. Any Extras shall be paid for by the Purchaser at the time of signing the Amendment for the said work and in the event that, for any reason whatsoever, the purchase transaction contemplated by this Agreement does not close, the Purchaser shall be liable for said Extras and all monies paid by the Purchaser to the Vendor pursuant to this paragraph shall be retained by the Vendor and the Purchaser further agrees to pay the Vendor the cost of returning the Extras to the Vendor's standard dwelling model, at the discretion of the Vendor. It is further agreed that in the event any Extras have been omitted for any reason, the Vendor, in its sole discretion, shall be entitled to complete the Extras after the Closing, or alternatively, refund to the Purchaser after the Closing, the full amount paid by the Purchaser for such Extras. In any event, the Vendor's liability hereunder shall be limited to the amount paid by the Purchaser for such Extras and this provision shall survive the Closing of this transaction.

7. **Pre-Delivery Inspection:** The Purchaser acknowledges that the pre-occupancy inspection is the only opportunity the Purchaser will have to inspect the dwelling accompanied by a representative of the Vendor prior to Closing and that if the Purchaser is arranging independent mortgage financing, any applicable lenders or their appraisers, inspectors or authorized representatives will not have access to the dwelling other than at the time of the pre-occupancy inspection (the "Pre-Delivery Inspection"). Except only for such right of Pre-Delivery Inspection, the Purchaser and the Purchaser's agents, invitees and licensees shall not enter on, upon or into the land prior to Closing, or do, or permit to be done, any work and/or supply of any material to the Land before Closing. The Purchaser shall indemnify and save harmless the Vendor and those for whom it is in law responsible, from any action, cause of action, claim, suit cost, demand, damage and/or loss which may be caused and/or contributed to by the Purchaser or any of the Purchaser's friends, relatives, invitees, workers and/or agents who enter into or on the Land whether with or without the express or implied authorization of the Vendor. During the Pre-Delivery Inspection, any items remaining to be completed shall be listed on a Certificate of Completion and Possession (the "Certificate") required to be completed pursuant to the provisions of the Ontario New Home Warranties Plan Act. The Certificate shall be executed forthwith upon such Pre-Delivery Inspection. The parties further agree and acknowledge that only items not yet completed at the time of such Pre-Delivery Inspection together with any mutually agreed deficiencies shall be listed on the Certificate and the Certificate shall constitute the Vendor's only undertaking with respect to incomplete or deficient work. The most current edition of the document entitled Homeowner Information Package, published by the Tarion Warranty Corporation will be delivered to the Purchaser at the Pre-Delivery Inspection, as a PDF on a USB key. The Purchaser shall sign and deliver to the Vendor a confirmation of receipt of the said Homeowner Information Package.

8. **Title Matters & Title Search:** The Purchaser agrees to accept the title to the Real Property, subject to the following:

- a) such easements as may be registered on title with respect to the installation and provision of services, including telephone, hydro, gas, cablevision, sewers and water;
- b) the provisions of any agreement entered into by the Vendor or its predecessors-in-title with The City of Ottawa or other authority;
- c) the covenants, restrictions and acknowledgement set forth in Schedule A which may be amended to reflect the requirements of any agreement entered into with The City of Ottawa;
- d) any retaining wall located on the Real Property as may be required by the City of Ottawa or other authority to reduce the slope of the Lands; and
- e) any further restrictions, conditions or covenants that run with the Land, provided same have been complied with.

The Purchaser is 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 and the Vendor shall not be required to produce evidence of compliance with any of the aforementioned easements, agreements, restrictions, conditions or covenants and the Purchaser shall satisfy himself with respect to same. The Purchaser is to be allowed until fifteen (15) days prior to Closing, to investigate the title to the Real Property at his 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 Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations in respect of such objection, be null and void, and the deposit monies paid by the Purchaser hereunder shall be returned by the Vendor without interest or deduction and the Vendor shall not be liable for any other costs or damages whatsoever. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Real Property.



Purchaser



Purchaser



Vendor

9. **Easements:** In the event that any of the easements referred to in the foregoing paragraph have not been granted by Closing, the Purchaser covenants and agrees with the Vendor to execute any usual and reasonable grant or grants of easement over or under the Land herein required by The City of Ottawa or other authority including Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Communications Inc., or any public authority or utility relating to drainage or other joint service or public purpose during a period of five (5) years from Closing, which covenant shall survive Closing, provided that said easement does not interfere with the dwelling constructed on the Real Property.
10. **Discharge of Prior Mortgages:** The Purchaser acknowledges that the Real Property on Closing may be encumbered by one or more mortgages which are not intended to be assumed by the Purchaser and the Purchaser further agrees that the Vendor shall not be required to obtain and register discharges of any such mortgages with respect to the Real Property until a reasonable time after Closing, provided that if the mortgage is held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company, the Purchaser agrees to accept the Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after Closing and, provided further the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
11. **Adjustments:** Taxes, local improvements, water and assessment rates and the cost of electricity will be apportioned and allowed to the Closing, the date of Closing itself to be apportioned to the Purchaser. On or before Closing, the Vendor shall have paid all realty taxes due and owing with respect to the Lands. In the event that realty taxes have not yet been separately assessed for the Real Property, the Vendor shall have the option of undertaking to pay all realty taxes on the Land alone for the year in which Closing occurs, in which event the Vendor shall receive a credit in the statement of adjustments for the estimated amount of such taxes, notwithstanding that all such taxes may not yet be due and payable and this will not yet have been paid. When the actual amount of such estimated realty taxes for the land alone have been determined, the Vendor and Purchaser agree to readjust the statement of adjustments and to make the appropriate payment to each other. Notwithstanding anything contained in this agreement as to payment of property taxes, the Purchaser acknowledges that he is responsible for ensuring that the Real Property is properly assessed for property tax purposes and for taking such steps as may be necessary by way of appeal or otherwise in respect of the Notice of Assessment forwarded by the appropriate authority relating to occupancy of the Real Property.
12. The Purchaser agrees that he will reimburse the Vendor for the cost of enrolling the dwelling under the Tarion Warranty Corporation plus applicable HST.
13. The Purchaser acknowledges and accepts that the Real Estate Transaction Levy Surcharge imposed upon the Vendor or the Vendor's Solicitor by the Law Society of Ontario upon the registration of a Transfer/Deed of Land will be the responsibility of the Purchaser and shall be credited to the Vendor on Closing.
14. The Purchaser acknowledges and accepts that there will be an administrative charge levied by The City of Ottawa in conjunction with setting up the assessment roll number for the Real Property and that this administrative charge will be the responsibility of the Purchaser. If such administrative charge has or will be paid by the Vendor with the realty taxes for the Real Property, there will be a credit to the Vendor in the statement of adjustments. Furthermore, the Purchaser acknowledges and accepts that the Purchaser shall be responsible for any administrative charge to be levied by The City of Ottawa in conjunction with the change of municipal records to reflect the transfer of ownership to the Purchaser.
15. The Purchaser acknowledges and accepts that any banking fees applicable to wire transfers for the delivery of funds to the Vendor's solicitor will be the responsibility of the Purchaser and shall be credited to the Vendor on Closing.
16. The Purchaser acknowledges and accepts that any amounts expended by the Vendor to remove or discharge any registrations or liens caused to be registered by the Purchaser in respect of the Real Property or Land prior to Closing shall be credited to the Vendor on Closing.
17. The Purchaser acknowledges and accepts that any and all losses, damages and/or costs which may arise as a result of a breach by the Purchaser of any of its covenants and obligations under this Agreement shall be credited to the Vendor on Closing.
18. The Purchaser acknowledges and accepts that any and all amounts expended by the Vendor to correct, rectify, and/or remedy any damage caused by the Purchaser, and those for whom it is in law responsible, to any service, utilities, installations or equipment installed within the Subdivision shall be credited to the Vendor on Closing.



Purchaser



Purchaser



Vendor

19. The Purchaser acknowledges and accepts that any administrative fees and costs, where and if applicable in the circumstances described in the relevant paragraphs of this Agreement, and to the extent not already described above or elsewhere in this Agreement, shall be credited to the Vendor on Closing.
20. In the event that, at the Purchaser's request, the Vendor agrees to extend the Firm Closing Date (as such term is more particularly described in Taron Schedule E hereto), the Vendor reserves the right to charge a fee of \$250 plus HST as a credit to the Vendor in the statement of adjustments for each day from and including the day on which Closing was to have taken place to and including the extended closing date. Notwithstanding the foregoing, the Vendor shall not be obliged to agree to any request of the Purchaser to delay Closing and at all times, time shall remain of the essence of this Agreement.
21. **Planning Act:** This Agreement is subject to compliance by the Vendor with the *Planning Act* as amended, and any necessary approval of the conveyance shall be obtained by the Vendor at its expense.
22. **Closing and Compensation For Delayed Closing:** This Agreement shall be completed as set for Closing pursuant to the Taron Schedule E, on which date vacant possession of the Real Property is to be given to the Purchaser. In the event that the completion of the dwelling is delayed by any reason or cause beyond the control of the Vendor, the Vendor shall be permitted postponements as set out in the Taron Schedule E. If the Vendor should be unable to substantially complete the dwelling for occupancy or close this transaction within the extended time, failing agreement in writing by both the Vendor and the Purchaser to further extend the Closing in accordance with the provisions of the Taron Schedule then this Agreement shall be at an end and the deposit monies returned to the Purchaser without interest or deductions and the Vendor shall not be liable to the Purchaser for any damages, costs, expenses suffered or incurred by the Purchaser as a result of any delay in Closing, other than as provided by the Ontario New Home Warranties Plan Act and the regulations thereunder, as set out in Taron Schedule E. In the event that the dwelling being erected on the land is substantially completed for occupancy by the date of Closing, or any extension thereof, the sale shall be completed on that date and the Vendor shall complete any outstanding details of construction required by this Agreement within a reasonable time thereafter, having regard to weather conditions and the availability of supplies.
22. **Access by Vendor After Closing:** The Vendor or persons authorized by the Vendor shall have free access at all reasonable hours to enter upon the Real Property after Closing in order to make inspections and do any work or repairs thereon which the Vendor deems necessary.
23. The Purchaser covenants and agrees not to erect a fence or fences on the Real Property for a period of one year from date of closing. In the event that the Purchaser erects a fence or fences on any portion of the Real Property prior to one year from date of closing the Vendor shall be relieved from all warranty obligations relating to landscaping and grading and the Vendor shall not thereafter be obliged to amend, alter or repair the grading or any part thereof. This covenant shall not merge with the closing of this transaction.
24. **Dispute Resolution:** In the event that either before or after the Closing any dispute arises out of this transaction, the Vendor shall have the option to terminate this Agreement, or if after Closing to require a reconveyance of the Real Property, upon payment to the Purchaser by certified cheque of the total amount of all sums paid by the Purchaser pursuant to this Agreement and on account of taxes. The said option to terminate or reconvey may be exercised by the Vendor giving notice to the Purchaser or their Solicitor by telefax, prepaid registered mail or personal service at any time before the Closing (for option to terminate) and thereafter (for option to reconvey) within three hundred and sixty-five (365) days of the date the Vendor determines that the dispute arose. If the said option to reconvey is exercised by the Vendor after Closing the Purchaser shall vacate the dwelling and shall reconvey the Real Property to the Vendor both within thirty (30) days of the notice of option to reconvey being given and shall pay to the Vendor on account of the Purchaser's period of possession a sum calculated at a yearly rate of ten percent (10%) of the purchase price, adjusted pro-rata to the date of reconveyance. The Purchaser covenants, acknowledges and agrees that in such event he shall be responsible for any damage caused to the dwelling during the period of possession, reasonable wear and tear excluded and further acknowledges and agrees that no claim for damages, compensation or other relief will accrue to or be pursued by the Purchaser and hereby constitutes these presents as a full release, waiver and estoppel of any such claim. This option to terminate or reconvey shall not apply to any matter governed by Taron Warranty Corporation during the period of time that any such matter may be subject to the dispute resolution mechanisms established under the Taron Warranty Corporation.
25. **Transfer/ Deed of Land:** The deed or transfer (the "Transfer") shall be prepared by the Vendor's solicitor, at a cost to the Purchaser of \$275.00 plus HST payable on Closing and be messaged electronically to the Purchaser's Solicitor for review and approval. The Purchaser's Solicitor agrees to notify the Vendor's Solicitor at least 10 days prior to Closing as to the manner in which the Purchaser will be taking title and the Purchaser's address for service. If the Purchaser's Solicitor fails to give such notification, the Vendor's Solicitor shall be entitled to prepare the Transfer to the Purchaser as described herein, and if there is more than one Purchaser, the Transfer will show them as joint tenants and insert the Real Property as the Purchaser's address for service. The Purchaser acknowledges that the consideration shown in the Transfer includes the Taron Warranty Corporation enrolment fee pursuant to tax bulletin LTT 1-2006 "Determining the Value of the Consideration for Transfers of New Homes". The Affidavit of Value of the Consideration pursuant to the *Land Transfer Tax Act* shall be completed by the Purchaser's solicitor, and the deed or transfer shall contain, or shall be subject to such covenants and restrictions as the Vendor shall require in order to comply with the provisions of any subdivision or other agreement entered into by the Vendor, or any predecessor, with the relevant municipality or municipalities. If required, the Purchaser agrees to execute the deed or transfer. Without limiting the foregoing, the Purchaser agrees that the deed or transfer may contain the covenants and restrictions set forth in Schedule "A" hereto.



Purchaser





Purchaser



Vendor

26. **Closing Arrangements:** The parties hereto agree that if the electronic registration system (the "Teraview Electronic Registration System" or "TERS") is operative in the applicable Land Titles Office in which the Real Property is situate, then, the following provisions shall prevail, namely:
- (a) both parties shall each be obliged to retain a solicitor, who is both an authorized TERS user and in good standing with the Law Society of Ontario, to represent them in connection with the completion of this transaction, and shall authorize such solicitors to enter into an escrow closing agreement in the Law Society Of Ontario's standard form (the "Document Registration Agreement"), establishing the procedures and timing for completing this transaction;
 - (b) the delivery and exchange of documents, monies and keys to the Real Property, and the release thereof to the Vendor and the Purchaser, as the case may be, shall not occur at the same time as the registration of the Transfer (and other registrable documentation) and shall be governed by the Document Registration Agreement, pursuant to which the solicitor receiving any documents, keys and/or certified funds will be required to hold same in escrow, and will not be entitled to release same except in strict accordance with the provisions of the Documentation Registration Agreement;
 - (c) if either party's solicitor is unwilling or unable to complete this transaction via TERS, in accordance with the provision contemplated under the Document Registration Agreement, then said solicitor (or the authorized agent thereof) shall be obliged to personally attend at the office of the other party's solicitor, at such time on the scheduled Closing as may be directed by the other party's solicitor, in order to complete this transaction via TERS utilizing the computer facilities in the other party's solicitor's office;
 - (d) the Purchaser expressly acknowledges and agrees that it will not be entitled to receive the Transfer to the Real Property for registration until the balance of funds due on Closing, in accordance with the statement of adjustments, are either remitted by certified cheque or bank draft via personal delivery or by electronic funds transferred to the Vendor's Solicitor (or in such other manner as the latter may direct) prior to the release of the Transfer/deed for registration;
 - (e) documents to be registered on title to the Real Property may be delivered to the other party hereto by telefax (or by a similar system reproducing the original), provided that all documents so transmitted have been duly and properly executed by the appropriate parties/signatories thereto. The party transmitting any such document shall also deliver the original of same to the recipient party [by overnight courier sent the day of Closing] within 7 business days of Closing, if same has been so requested by the recipient party;
 - (f) Closing shall occur before 5:00 p.m. on the day of Closing and the keys shall NOT be released to the Purchaser until such time as the Vendor's Solicitor has received the funds payable on Closing and such time as the Transfer is registered.
27. **Tender:** The parties hereby waive personal tender and agree that tender shall be validly and effectively made by the Vendor if:
- (a) the Vendor's Solicitor has delivered all Closing documents to the Purchaser's Solicitor and advised the Purchaser's Solicitor where the keys are available for pick up;
 - (b) the Vendor's Solicitor has advised the Purchaser's Solicitor in writing that the Vendor is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
 - (c) Vendor's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the transaction that can be performed or undertaken by the Vendor's Solicitor without the cooperation or participation of the Purchaser's Solicitor and specifically, when the "completeness signatory" for the Transfer has been electronically "signed" by the Vendor's solicitor and access granted to the Purchaser's Solicitor (but without the Vendor's Solicitor releasing the Transfer for registration by the Purchaser's Solicitor).
- The tender shall be validly and effectively made by the Purchaser if:
- (a) The Purchaser's Solicitor has delivered all Closing documents to the Vendor's Solicitor as well as payment of the Purchase Price in full, pursuant to the statement of adjustments;
 - (b) The Purchaser's Solicitor has advised the Vendor's Solicitor in writing that the Purchaser is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement;
 - (c) Purchaser's Solicitor has completed all steps required by the Teraview Electronic Registration System in order to complete the transaction that can be performed or undertaken by the Purchaser's Solicitor, without the cooperation or participation of the Vendor's Solicitor.
- Payment may be made or tendered by certified cheque or bank draft from any Canadian chartered bank or trust company.
28. **Risk:** The dwelling materials and equipment upon the Real Property shall be and remain at the risk of the Vendor until Closing. In the event of damage to the dwellings, materials or equipment the Vendor may either repair the damage, finish the dwelling and complete the sale, or may cancel the Agreement and have all monies paid by the Purchaser returned to the Purchaser without interest or deductions.


Purchaser


Purchaser


Vendor

29. **Assignment:** It is hereby understood and agreed between the Vendor and the Purchaser that the Purchaser cannot assign this Agreement or any part or parts thereof without the prior written consent of the Vendor to such assignment, which consent can be arbitrarily withheld. It is further understood and agreed that unless the Vendor has previously consented to an assignment by the Purchaser of the within Agreement, or part or parts thereof, the Vendor will not be required to comply with a direction delivered to it on the completion of the transaction directing it to convey the Land to a person, persons or corporation other than the Purchaser.
30. **Entire Agreement:** The Purchaser acknowledges that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Land other than as expressed in writing in this Agreement. Without limiting the foregoing, the Purchaser hereby releases the Vendor from any and all obligations to perform or comply with any warranty, promise or representation which may have been made by any sales representative or in any sales brochure which may be inconsistent with this Agreement. Further the Purchaser acknowledges that all promotional and marketing documentation including sales brochures, sketches and floor plans are of a conceptual nature (artist concept) only and should not be relied upon as providing an accurate rendering of the Real Property.
31. **Time of the essence:** Time is in all respects the essence of this agreement provided that if the date of closing falls on a Saturday, Sunday or holiday the closing will take place on the first day thereafter that is not a Saturday, Sunday or holiday.
32. **Irrevocable:** This Agreement when executed by the Purchaser constitutes an offer to purchase irrevocable for a period of seven (7) days from the date of execution and upon acceptance by the Vendor shall constitute a binding agreement of purchase and sale. If not accepted within such time, this offer shall be null and void. If the Vendor makes a counter offer to the Purchaser's offer to purchase, then this counter offer shall be open for acceptance by the Purchaser for a period of 48 hours after the delivery of the counter offer to the Purchaser after which time the counter offer shall be null and void.
33. **Rental Water Heater:** The Purchaser acknowledges that a rental water heater will be installed by the Vendor's supplier. By entering into this Agreement of Purchase and Sale, the Purchaser acknowledges and agrees that (i) the water heater to be installed in the home will be a rental unit, rented by the Purchaser from Enercare Home and Commercial Services Limited Partnership ("Enercare") pursuant to a rental contract with Enercare, and (ii) by entering into this Agreement of Purchase and Sale, the Buyer does hereby enter into a rental with Enercare on the terms and conditions described in the information contained on a schedule to this Agreement of Purchase and Sale and included on the USB key provided at the Pre-Delivery Inspection. The Buyer further acknowledges and agrees that the Buyer's personal information, including this Agreement of Purchase and Sale, may be disclosed to Enercare and consents to such disclosure and Enercare's collection and use of such personal information. The purchaser appoints the Vendor as his/her agent for purposes of entering into the supplier's standard water heater rental agreement, if required and Purchaser shall be responsible for all rental costs as of Closing. The rental agreement will take effect between the Purchaser and the supplier on Closing. The Purchaser understands that rental information, including the supplier's standard rental terms and conditions and the current monthly rental rates (which may change from time to time), will be provided on the USB key provided at the Pre-Delivery Inspection.
34. **Vendor's Residency:** The Vendor hereby represents that it is not a non-resident company as defined in Section 116 of the Income Tax Act.
35. **Survey:** The Vendor agrees to furnish the Purchaser on Closing a plan of survey prepared by an Ontario Land Surveyor at the Vendor's expense, showing the location of the dwelling on the Real Property and specifying all front, side and rear setbacks.
36. **No Holdbacks:** The Purchaser agrees that there shall be no hold back as security for the completion of unfinished work or for any other purpose whatsoever and that the full balance of the Purchase Price will be paid to the Vendor on Closing. The Vendor covenants to forthwith remove any construction lien registered against the Land arising out of the Vendor's construction of the dwelling.
37. **Interpretation: Schedules "A", "B", "D", "E", "G", "T"** C-1, M-2, O
attached form part of this Agreement. This Agreement is to be read with all changes of gender and number required by the context and shall extend to, be binding upon and enure to the benefit of the parties hereto, their heirs, estate trustees, successors and assigns. Where there is more than one individual named as a Purchaser, each individual's obligations hereunder shall be joint and several. The headings used in this Agreement are for convenience only and are not to be considered a part of this Agreement. The headings do not in any way limit or amplify the terms of this Agreement and are not to be used as an aid in the interpretation of this Agreement. If any date, through inadvertence, is expressed or omitted in this Agreement in contravention of the requirements of the *Ontario New Home Warranties Plan Act* and the regulations thereunder, as set out by Tarion Warranty Corporation, such date shall be deemed to be the date as specified by such requirements and this Agreement shall be read accordingly.
38. The Purchaser acknowledges that he has been advised to direct roof leaders to pervious areas where sufficient areas are available and grassed areas receiving roof-run-off should be at least equal to the contributing roof area, all of which shall be to the satisfaction of the Director, Infrastructure Services of the City of Ottawa



Purchaser



Purchaser



Vendor

39. **Personal Information:** Each Purchaser consents to the Vendor collecting his or her personal information in accordance with the *Proceeds of Crime (Money Laundering) and Terrorism Financing Act*, as it may be amended from time to time, (the "Act") and further consents to the Vendor using and disclosing the personal information in the manner required of it under the Act;
- (a)
- (b) The Transfer of the Land shall only be in the name of the Purchaser unless the Purchaser provides the Vendor with a Direction as to Title and all other information and documentation on the new Purchaser required to enable the Vendor to comply with the Act.
- (c) No deposits or other payments will be made to the Vendor in cash and the Vendor will not be required to make any payments to the Purchaser or any other person or organization except full disclosure and compliance with the Act.

NOTICE: By providing personal information to the Vendor in this Agreement, you are consenting to its collection, use and disclosure for the purposes of:

- (a) providing the Real Property to the Purchaser;
- (b) maintaining an on-going relationship with the Purchaser after Closing, which may include providing information about products or services offered by the Vendor, its affiliates and other reputable organizations which the Vendor may work with;
- (c) meeting any legal and regulatory requirements; and
- (d) such other purposes which may be consistent with the provisions hereof.
40. Unless the Vendor is advised to the contrary in writing, the Vendor may give the Purchaser's name, address and telephone number to providers of cable television, telephone, alarms, hydro, gas or similar services or utilities. These providers may use the Purchaser's personal information for the purpose of offering their services and products and to communicate with the Purchaser, regarding services and products that may be of interest to the Purchaser and the Privacy Policies, Terms and Conditions of these utility and service providers will then govern the Purchaser's relationship with them. The Vendor makes no assurances or representations to you about such Privacy Policies, Terms and Conditions.
41. **Facsimile:** The parties agree that signatures made and forwarded by fax transmission or electronically shall be deemed to be original signatures for the purposes of this Agreement.
42. **Purchaser's Solicitor:** In the event that the Purchaser has not identified the Purchaser's Solicitor herein, the Purchaser undertakes to advise the Vendor in writing of such solicitor forthwith after the execution of this Agreement. In the event the Purchaser changes such solicitor during the currency of this Agreement, the Purchaser shall advise the Vendor forthwith.
43. **Warranties:** The Purchaser acknowledges and accepts that the only warranties given by the Vendor with respect to the construction and condition of the Real Property are those provided pursuant to the provisions of the Ontario New Home Warranties Plan Act and the regulations thereunder as administered by Tarion Warranty Corporation and the Purchaser hereby waives the right to claim any other remedies whether in law or in equity against the Vendor with respect to the Real Property and this purchase and sale transaction. The Purchaser further accepts that any claims made in connection with the warranties given by the Vendor are subject to the time periods as specified in the warranty legislation.



Purchaser



Purchaser



Vendor

IN WITNESS WHEREOF the Purchaser has hereunto set his hand and seal

the 11th day of January

2025

Witness

Witness

Purchaser

Birth Date: May 9, 1994

Purchaser

Birth Date: January 10, 1966

IN WITNESS WHEREOF the Vendor has executed the agreement

the 14 day of January

2025

VALECRAFT HOMES (2019) LIMITED

Per:

Name: Frank Nieuwkoop

Title: Owner

I HAVE THE AUTHORITY TO BIND THE CORPORATION

Vendor's Address:

1455 Youville Drive Suite 210

Orleans, Ontario K1C 6Z7

Phone: 613-837-1104

Fax: 613-837-5901

Purchaser's Address:

710 Margaret Way

Kingston, ON.

K7K 0B9

Telephone Number(s):

Home: N/A

Work: N/A

Cell: 416-836-6648

Solicitors Info:

Guertin and Poirier

203-16 Av. Beechwood

Ottawa, Ontario

K1L 8L9

Phone: 613-744-4488

Vendor's Solicitor:

Luc Bourque

Merovitz Potechin LLP

300-1565 Carling Ave.

Ottawa, Ontario, K1Z 8R1

Phone: 613-563-6680

Email: luc@mpottawa.com

SCHEDULE "A"
SHEA VILLAGE

Attached to and forming Part of this Agreement of Purchase and Sale for Builder's Unit/Lot: PH1 A02
Plan : 4M-1740 , in the City of Ottawa, in the Province of Ontario (the "Real Property").

The Vendor and Purchaser agree that the covenants contained in this schedule shall be attached to the Transfer document such that the covenants are registered on and run with the Transferee's title to the real property to be conveyed herein referred to as the "Real Property". The covenants are binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns and are in addition to any covenants contained in any document registered against the title of the Real Property. The covenants shall be construed with appropriate changes of number and gender as the context requires. The Vendor and Purchaser are referred to herein as the Transferor and Transferee respectively.

1. MUNICIPAL COVENANTS

- (a) The Transferee, for himself, his heirs executors, administrators, successors and assigns, covenants and agrees that should damage be caused to any of the Works in this Subdivision by any action or the lack of any action whatsoever on the part of the Transferee, the General Manager, Planning, Real Estate and Economic Development may serve notice to the Transferee to have the damage repaired and if such notification be without effect for a period of two clear days after such notice, the General Manager, Planning, Real Estate and Economic Development may cause the damage to be repaired and shall recover the costs of the repair plus the Management Fee, under Section 446, of the Municipal Act, 2001 in like manner as municipal taxes.
- (b) The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that he will not commence construction of any buildings unless,
 - i. a building permit has been issued;
 - ii. all requirements with respect to underground Works, road base granulars and first lift of asphalt have been carried out on the Roads on which the subject lot fronts;
 - iii. the Road on which the subject lot fronts has been connected by Roads which are, at a minimum, at a similar stage of completion to the overall City Road network; and
 - iv. the whole or such portion of the mass earth moving or general grading deemed necessary by the General Manager, Planning, Real Estate and Economic Development has been completed and approved.

(c) Roof Leaders and Sump Pump Hoses

The purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees to insert a clause in all agreements of purchase and sale requiring that the purchaser direct roof leaders and sump pump hoses to a sufficiently large pervious area, all of which shall be to the satisfaction of the General Manager, Planning, Real Estate and Economic Development.

(d) Grade Control and Drainage

The purchaser, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the Transferee shall not alter the slope of the lands herein described nor interfere with any drains established on the said lands, except in accordance with the established final Grading and Drainage Plan, and with the written consent of the General Manager,

JW
Purchaser

HW
Purchaser

[Signature]
Vendor

Planning, Real Estate and Economic Development. Furthermore, the Transferee and shall maintain the approved grading and drainage plan, and any corrective Works to alter the grading to re-instate compliance with the approved drainage and lot grading plan must be completed within five days of a receipt of a written notice from the City of Ottawa or the City of Ottawa may complete the Works at the purchaser's expense.

Furthermore, the purchaser agrees that the City of Ottawa may enter upon the lands which are the subject matter of this Transfer/Deed for the purposes of inspection or restoration of the established Grading and Drainage Plan and the cost to the City of Ottawa in performing any restoration work shall be paid to the City of Ottawa by the owner of the lands upon which such restoration work was performed, such payments to be made within 30 days of demand therefore by the City of Ottawa and failing payment as aforesaid the cost shall be added to the tax roll as provided by Section 446 of the Municipal Act, 2001 and collected in like manner as municipal taxes.

(e) **Trees Not To Be Planted**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that the transferee will not plant poplar, alder, aspen, willow, elms which are subject to Dutch Elm disease, or maple trees of the fast growing variety (i.e. Silver and Manitoba) or other species as may be determined by the General Manager, Planning, Real Estate and Economic Development within the lands to which this Transfer/Deed applies nor adjacent lands in the transferee's ownership. Tree planting in proximity to buildings will be in accordance with the approved landscaping/streetscaping plan, geotechnical report and the City of Ottawa's "Trees and Foundation Strategy in Areas of Sensitive Marine Clay" policy, where applicable.

(f) **No Dumping**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that "No Dumping" of any material (including snow, grass cuttings, construction debris and landscape waste) is permitted on vacant lots or on adjacent lands.

(g) **Setback Requirements**

The Transferee for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees that heat pumps, air-conditioning units, pool filters, sheds and decks are building appurtenances and shall meet the minimum setback requirements established in the City of Ottawa's Zoning By-laws(s).

(h) **Backflow Prevention Devices**


The Transferee for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that the sanitary and storm sewer system to the building are each equipped with backflow prevention systems on each service. These backflow prevention devices require annual inspection and may also require maintenance. It is the responsibility of the owner to ensure they are properly maintained in working order to eliminate potential flooding within the building.

(i) **Fencing**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that they must maintain all fences in good repair, including those as constructed by 1384341 Ontario Ltd. along the boundary of this land, to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Transferee agrees to include this clause in any future purchase and sale agreements.

(j) **Gates**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that gates accessing public property are not permitted in the fences.


Purchaser


Purchaser


Vendor

(k) **Parkland Within This Subdivision And/Or Already Existing In The Vicinity**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns acknowledges being advised that parkland within this Subdivision and/or already existing in the vicinity of the Subdivision may have:

- i. active hard surface and soft surface recreational facilities;
- ii. active lighted sports fields and iother lit amenities;
- iii. recreation and leisure facilities;
- iv. potential community centre;
- v. library;
- vi. day care;
- vii. other potential public buildings/facilities.

(l) **Park Amenities**

The Transferee for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees being advised that the park amenities proposed by the Owner that exceed the standard park design and construction budget are not guaranteed and that the City shall not be responsible for the completion or provision of these specific amenities.

(m) **Pool Installation and/or Grading**

The Transferee, for himself, his heirs, executors, administrators, successors and assigns, acknowledges being advised that some of the rear yards within this Subdivision are to be used for stormwater drainage and conveyance of infrequent storm events. Pool installation and/or grading alterations and/or coach houses on some of the lots may not be permitted and/or revisions, at the Transferee's expense, to the approved grading and servicing plans may be required to study the possibility of modification on any individual lot. The Transferee further acknowledges to obtain approval of the General Manager, Planning, Real Estate and Economic Development of the City of Ottawa prior to undertaking any grading alterations or installing a pool on any lot within this Subdivision.

(n) **Sump Pump and Back Up System Maintenance**

The Transferee for himself/herself, his/her heirs, executors, administers, successors and assigns acknowledges being advised that the home is equipped with a sump pump and back-up system. The Transferee acknowledges that it is their responsibility to maintain the eaves trough discharge, ensuring that the eavestrough discharge is directed at some distance from the foundation and away from the foundation will be the responsibility of the Transferee. The Transferee further acknowledges being advised to regularly inspect, maintain, and operate the sump pump system (including back up) in accordance with the manufacturers recommendations as outlined in the Homeowners' Handbook. The Vendor is not responsible for any damages resulting from the Transferee's failing to properly operate, maintain, inspect or replace the sump pump and/or back-up system.

The Transferee further acknowledges receipt of a Homeowners' Handbook relating to the Basement Sump Pump systems purpose, operation, repair and maintenance.

(o) **Retaining Wall Maintenance And Repair – Blocks 54, 61**

The Transferee of Blocks 54 and 61 and for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that they shall be responsible in perpetuity for any repair or cost of replacement of the retaining wall which is located within the limits of these properties, and all related costs. The Transferee further acknowledges that this structure spans multiple private properties and due to the nature of this structure it is inherently linked along its entire length. Any Works required to part or the whole of this structure may therefore affect sections located on other properties.

JW
Purchaser

HW
Purchaser

EO
Vendor

(p) **Retaining Wall Maintenance – Blocks 54 And 61**


- i. The Transferee of Blocks 54 and 61 for himself, his heirs, executors, administrators, successors and assigns, acknowledge being advised that all homeowners within Blocks 54 and 61 inclusive are responsible for ongoing Inspection, maintenance repair or replacement all at their sole expense.
- ii. The Transferee further acknowledges being advised of the following Geotechnical recommendations:
 - a. the homeowner shall visually inspect the wall annually;
 - b. should discoloration or scaling be found, a concrete sealer such as MasterProtect H 400 or equivalent should be reapplied. Such discoloration would include large white stains and efflorescence. Scaling would be defined as the separation and chipping of the finished face of the wall due to chlorides;
 - c. should major movement of the wall be observed, the design engineer shall be contacted;
 - d. pools or spas shall not be installed in rear yards that contain retaining walls;
 - e. Permanent structures or footings shall not be installed within closer proximity to the retaining wall than what was shown as the separation between adjacent dwelling footing and retaining wall as specified in the approved retaining wall drawings prepared by the Geotechnical Engineer; and
 - f. any vegetation placed within 2 metres of the top block should consist of small shrubs no more than 0.6 metres in height.


(q) **Retaining Wall Indemnity – Blocks 54 And 61**

- i. The Transferee of Blocks 54 and 61 for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that due to the location of the retaining wall located on those blocks and its proximity to the drainage Works on the abutting City-owned Fernbank Road right-of-way, the City cannot guarantee that the ordinary inspection, maintenance, repair and replacement of, and upgrades to its drainage and road Works will not impact the retaining wall and that damage to the wall may result from these Works and more specifically, damage may occur as a result of erosion or undermining or settlement impacts due to stormwater flows directly at the base of the wall. This may have such effect as to requiring additional repairs, replacement, or redesign of the retaining wall.
- ii. The Transferee of Blocks 54 and 61 for himself, his heirs, executors, administrators, successors and assigns agree to release, indemnify and save the City harmless from all causes of action and damages related to the ordinary inspection, maintenance, repair and replacement of, and upgrades to, the drainage and road infrastructure on the abutting Fernbank Road right-of-way and all Works related thereto. The said Transferees shall each be responsible for costs relating to inspection, maintenance, repair and replacement of the private retaining wall which may be directly or indirectly required due to the City having conducted drainage ditch or road Works along the right-of-way. If the City's work on its drainage and road infrastructure is found to be negligent, by a court of competent jurisdiction, this clause shall not apply in such instance.

(r) **Retaining Wall Easement – Blocks 54 And 61**

- i. The Transferee of Blocks 54 and 61 for himself, his heirs, executors, administrators, successors and assigns, acknowledge being advised that they are subject to a blanket easement in favour of the City for access for the City's employees, contractors, agents, or assigns for the purpose of inspecting, maintaining, repairing or replacing all or part of the retaining wall if in the sole opinion of the City such is required, to protect adjacent City infrastructure.


Purchaser


Purchaser


Vendor

- ii. The Transferee further acknowledges that any such Works referenced in the paragraph above shall all be at the sole expense of each of the Owners of Blocks 54 and 61.
- iii. For greater clarity, notwithstanding the said blanket easement, the ongoing inspection, maintenance, repair and replacement of the retaining wall shall be the sole responsibility of the owners of Blocks 54 and 61 and the City shall have no obligation to exercise the easement in order to do so.
- iv. Until such time as the full transfer of Blocks 54 and 61 has been completed, the Transferor shall ensure that reasonable maintenance and care be carried out for the maintenance of the retaining wall and any appurtenances which may be adjacent to, mounted or attached to the retaining wall such as but not limited to noise walls and fences, drainage swales, trees and shrubs which may in turn affect the condition of the retaining wall, it's drainage or accessibility by the Transferee to the retaining wall.

(s) **Drainage Easement – Lots 14 To 32 Inclusive**

- i. The Transferee of Lots 14 to 32 inclusive, for himself, his heirs, executors, administrators, successors and assigns, covenants and agrees being advised that they are subject to a 2.0-metre wide drainage easement in favour of the City for access for the City's employees, contractors, agents, or assigns for the purpose of inspecting, maintaining, repairing or replacing all or part of the infiltration trench if in the sole opinion of the City such is required. The Transferee further acknowledges that any such Works referenced herein shall all be at the sole expense of each of the Owners of Blocks 14 to 32 inclusive.
- ii. For greater clarity, notwithstanding the said easement, the ongoing inspection, maintenance, repair and replacement of the infiltration trench shall be the sole responsibility of the owners of Lots 14 to 32 inclusive and the City shall have no obligation to exercise the easement in order to do so.

(t) **Drainage Works Maintenance And Repair – Lots 14 To 32 Inclusive**


The Transferee of Lots 14 to 32 inclusive, for himself, his heirs, executors, administrators, successors and assigns acknowledge being advised that they shall be responsible in perpetuity for any repair or cost of replacement of the infiltration trench and any associated appurtenances which is located within the limits of these properties, and all related costs. The Transferee further acknowledges that this structure spans multiple private properties and due to the nature of this structure it is inherently linked along its entire length. Any Works required to part or the whole of this structure may therefore affect sections located on other properties.


(u) **Noise Attenuation Barriers At Block 61 (199, 201, 203, 205 Craig Duncan Terrace)**


The Transferee for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees being advised that they must maintain the noise-mitigating barrier in good repair, including those as constructed by the Owner at Block 61 (199, 201, 203, 205 Craig Duncan Terrace) as shown on the approved Noise Control Study to the satisfaction of the General Manager, Planning, Real Estate and Economic Development. The Transferee agrees to include this clause in any future purchase and sale agreements.

(v) **Noise Control Features In Accordance With The Approved Noise Control Study Prepared By Gradient Wind Report, Dated April 29, 2021 And Roadway Traffic Noise Addendum Letter, Prepared By Gradient Wind, Dated June 7, 2023 For Block 61 (195, 197, 199, 201, 203, 205 Craig Duncan Terrace)**

Type B


Purchaser


Purchaser


Vendor

The Transferee for himself, his heirs, executors, administrators, successors and assigns, acknowledge being advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic (rail traffic) (air traffic) may on occasions interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of Environment, Conservation and Parks noise criteria.

The City is not responsible if, regardless of the implementations of noise control measures, the purchaser or occupant of the dwellings finds the noise levels offensive and a concern.

The Transferee covenants with the Transferor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road.

(w) Noise Control Features In Accordance With The Approved Noise Control Study Prepared By Gradient Wind Report, Dated April 29, 2021 And Roadway Traffic Noise Addendum Letter, Prepared By Gradient Wind, Dated June 7, 2023 For Block 61 (195, 197, 199, 201, 203, 205 Craig Duncan Terrace)


Type C


The Transferee for himself, his heirs, executors, administrators, successors and assigns, acknowledge being advised that This dwelling unit has been designed with the provision for adding central air conditioning at the occupant's discretion. Installation of central air conditioning by the occupant in low and medium density developments will allow windows and exterior doors to remain closed, thereby ensuring that the indoor sound levels are within the sound level limits of the City of Ottawa and the Ministry of Environment, Conservation and Parks noise criteria.

The Transferee covenants with the Transferor that the above clause, verbatim, shall be included in all subsequent agreements of purchase and sale, which covenant shall run with the said lands and is for the benefit of the owner of the adjacent road.

2. NOTICE TO PURCHASERS

- (a) The purchaser acknowledges that any or all of a fire hydrant, hydro transformer, telephone/cable pedestal may be located or relocated, at any time, in front of any lot within the subdivision including the Real Property and the Transferor has no control over same and is released of any liability for the location of said items.
- (b) The purchaser acknowledges and agree that no driveway shall be located within 3.0 metres of an existing fire hydrant. The purchaser also acknowledges and agrees that no objects, including vegetation, shall be placed or planted within a 3.0 metre corridor between a fire hydrant and the curb, nor a 1.5 metre radius beside or behind a fire hydrant.
- (c) The purchaser acknowledges that school accommodation pressures exist in the Ottawa-Carleton District School Board schools designated to serve this development which are currently being addressed by the utilization of portable classrooms and/or by directing students to schools outside of their community.
- (d) The purchaser acknowledges that the purchaser and the vendor have no information on any potential transit services, the locations of the bus stops, paved passenger standing areas, street lights or shelter pads and shelters any of which may be located in front of or adjacent to the purchaser's Real Property at any time. The purchaser acknowledges that mail delivery shall be to postal boxes located throughout the subdivision and that a community mailbox, minipark and/or kiosk will be located in the subdivision as determined by the City and Canada Post Corporation.


Purchaser


Purchaser


Vendor

(e) The purchaser acknowledges that special soils conditions exist on this lot which will require:

- i. a geotechnical engineer licensed in the Province of Ontario to approve any proposal or design for a swimming pool installation or other proposal requiring an additional building permit on this lot prior to applying for a pool enclosure permit or installing the pool; and
- ii. the purchaser to submit a copy of the geotechnical engineer's or geoscientists report to the General Manager, Planning, Infrastructure and Economic Development Department at the time of the application for the pool enclosure or additional building permit.


The purchaser also acknowledges that said engineer or geoscientist will be required to certify that the construction has been completed in accordance with his/her recommendation and that a copy of the certification or report will be submitted to the General Manager, Planning, Infrastructure and Economic Development Department.

(f) The purchaser of any lot or block fronting on a street in which a sidewalk is proposed to be installed acknowledges that he has been supplied with, and reviewed a plan showing the proposed locations, type, size and dimensions within the boulevard of any sidewalk abutting the said lot or block. The purchaser hereby acknowledges signing a copy of the said plan as confirmation that he has reviewed the plan and is aware of the contents of the plan. The said plan shall form part of the purchase and sale agreement. The purchaser further acknowledges that the information identified on the said plan is the proposed information in respect to the lot or block and is subject to change through the City's approval process.

(g) The purchaser of any lot or block hereby acknowledges being advised of:

- i. an approved general plan of services required to be provided by the vendor pursuant to the Subdivision Agreement for the lot or block;
- ii. the proposed location of the potential bus routes including temporary bus routes, possible bus shelters and pads and paved passenger standing areas at bus stops;
- iii. the location of proposed community mailboxes within the Subdivision;
- iv. the proposed driveway location;
- v. the proposed location of any streetlights, hydro transformers and utility pedestals abutting the lot;
- vi. the proposed grading and landscaping for the lot or block;
- vii. the approved zoning map for the Subdivision;
- viii. the purchaser further acknowledges that the information he has been advised of, as described in the above paragraph, is subject to change through the City's approval process. The vendor shall have the purchaser sign an acknowledgement that he has been advised of this information and submit the acknowledgements to the Assigned Planner on a quarterly basis.


(h) The purchaser covenants and agrees with the vendor to execute any usual and reasonable grant or grants of easement in favour of the Municipality, Ontario Hydro, Hydro One, Bell Canada, Enbridge Consumers' Gas, Rogers Limited, or any other similar public authority or utility over or under the Real Property required by any local municipal authority or public utility or conservation authority for drainage or other public purpose, during a period of twenty (20) years from the Closing Date, at no cost to the vendor.


Purchaser


Purchaser


Vendor

- (i) The purchaser covenants and agrees that, following delivery of the transfer document, the vendor shall have the benefit of easement over the subject lands by its servants, agents, successors, and assigns to permit such persons, until such time as the vendor has been released from all of its obligations under the Subdivision Agreement, to enter upon the real property for the purpose of performing any work the vendor is required to perform pursuant to the Subdivision Agreement provided that the use of the Real Property by the purchaser will be interfered with as little as is reasonably possible and the purchaser shall indemnify and save harmless the vendor from all damage, costs, and claims resulting from the exercise by the vendor of an rights under such easement.
- (j) The purchaser covenants and agrees that the purchaser shall not deposit or permit to be deposited fill or debris anywhere within the Subdivision boundaries without the written permission of the vendor, its heirs, executors, administrators, successors and assigns. if fill is required on the Real Property, such fill shall be clean fill to be approved by the Engineer of the Corporation of the City.
- (k) The purchaser covenants and agrees that where possible, all buildings, improvements and structures erected on the Real Property shall be maintained in a good state of repair at all times. No external televising, radio or other antennae or large satellite dishes shall be permitted on the Real Property unless same is a maximum of thirty inches in diameter.
- (l) The purchaser covenants and agrees that no horses, cattle, hogs, sheep, poultry or other stock of animals other than household pets normally permitted in private homes in urban residential areas shall be kept upon the Real Property. No breeding of pets for sale shall be carried on or upon the Real Property.
- (m) The purchaser covenants and agrees that no trailer with living, sleeping or eating accommodation shall be placed, located, kept or maintained on the Real Property or any part thereof unless concealed in a wholly enclosed garage.
- (n) The purchaser for himself, his heirs, executors, administrators, successors and assigns covenants and agrees that he will maintain the land on his Real Property line in a neat and orderly fashion including cutting the grass regularly and replacing any that dies, all to the satisfaction of the Municipality.
- (o) The Transferee for himself, his heirs, executors, administrators, successors, and assigns covenants and agrees being advised that they must maintain the sprinkler system in working order to the satisfaction of the City's Fire Services Department. The Transferee agrees to include this clause in any future purchase and sale agreements.
- (p) The purchaser covenants and agrees that if they discover any archaeological artifact or remains it is subject to controls under the Ontario Heritage Act. If during the process of development archaeological remains are uncovered, the developer or agent should immediately notify the Archaeology Section of the Ontario Ministry of Tourism and Culture. In the event human remains are encountered during construction, the developer should immediately contact the Ministry of Tourism and Culture and the Registrar of the Cemeteries Regulations Unit of the Ministry of Consumer and Commercial Relations.
- (q) The purchaser agrees that if artifacts or human remains suspected to be of Aboriginal interest are encountered, the Algonquins of Ontario Consultation office, 31 Riverside Drive, Suite 101, Pembroke, Ontario K8A 8R6, telephone (613) 735-3759 be notified and provided with the opportunity to record, extract and preserve items of Algonquin interest.


Purchaser


Purchaser


Vendor

(r) The purchaser acknowledges and agrees these restrictions and covenants are subject to changes and, at any time prior to the final approval of the plan for registration, the City may amend, delete or add to the above restrictive covenants. Furthermore, the purchaser acknowledges and agrees that they are bound by additional restrictions and covenants which are intended to run with title to the Real Property for the benefit of the lands in the intended subdivision which are included in the Subdivision Agreement to be registered against the title to the Real Property but are not included herein.

3. Purchasers are advised that despite the inclusion of noise control features in the development and within the building units, sound levels due to increasing road traffic may, on occasion, interfere with some activities of the dwelling occupants as the sound levels exceed the sound level limits of the City of Ottawa and the Ministry of the Environment Conservation and Parks.

Dated at Ottawa this 11th day of January, 2025.

SIGNED, SEALED AND DELIVERED in the presence of

Joseph weng
Purchaser

May 9, 1994
Birth Date

Nick Spade weng
Witness: Purchaser

January 10, 1966
Birth Date

(as to all Purchaser's signatures, if more than one purchaser)

Dated at Ottawa this 14 day of January, 2025

Valecraft Homes (2019) Limited

Per: [Signature]
I have authority to bind the Corporation.

Frank Nieuwkoop

SCHEDULE "B"
SPECIFICATIONS TOWNHOMES 100 SERIES

PLAN #:
SHEA VILLAGE MODEL: The Huntley 120 Reverse LOT: SV PH1 A02

CIVIC ADDRESS: 1128 Cope Drive, Stittsville, ON., K2S 3C3
Annexed to the Agreement of Purchase and Sale between VALECRAFT HOMES (2019) LIMITED
and Joseph Weng and Hong Weng
The Vendor agrees to include the following items in the purchase price herein:

- LANDSCAPING:
- Nursery Grown Sodding
 - Precast Patio Slab Walkway
 - Tree Planting as per Municipality approved Landscape Plans
 - Asphalt basecoat paved driveway
 - Lot to be graded to Municipality approved Grading Plan

- EXTERIOR FINISHES
- Brick, stone, vinyl & /or vinyl cedar shakes on front façade as per plan
 - KWP Eco Board as per plan on select models
 - Maintenance-free vinyl siding with aluminium soffit and fascia as per plan.
 - Limited Lifetime warranty self-sealing fiberglass roof shingles
 - Maintenance-free Low E Argon filled Zone 2 PVC vinyl windows and wood jamb extension throughout (where applicable) operable and non-operable as per OBC.
 - Colonial embossed insulated steel clad doors leading to exterior (Front door with thermal glass lite) (as per plan)
 - Full lite front entrance door and sidelites as per plan
 - PVC vinyl sliding patio doors w/ wood jamb extension at rear (except Models 105 & 130 c/w full lite garden door) as per plan
 - Oversized rear basement window as per plan
 - Screens on all operating windows including basement and sliding patio door
 - Steel sectional overhead garage door with insert lite.
 - Weatherstripping on all exterior insulated doors and all operating windows
 - "Augusta Satin Nickel" front entrance grip set on front entrance door with security dead bolt or equivalent
 - Poured concrete steel reinforced porch (with broom finish) at front entrance
 - Cement parging on all above grade concrete
 - Column as per plan.
 - "Bristol" vertical Aluminum Mail Box in black or equivalent
 - Exterior colour packages are pre-selected by the Vendor
 - Maximum Roof Air Ventilation

- STRUCTURAL AND FRAMING:
- Poured concrete Foundation Walls with steel reinforcement
 - High density polyethylene drainage membrane
 - Engineered Steel Beams and Steel Posts as per plan
 - Kiln dried floor joists or pre-engineered floor joist system
 - Exterior Walls 2" x 6" kiln dried studs @ 16" o/c or equivalent structure
 - Party (common) wall 2" x 4" studs staggered @ 16" o/c
 - Interior Walls 2" x 4" kiln dried studs @ 16" o/c (except for basement) (as per plan)
 - Basement Frost Walls 2" x 6" kiln dried studs @ 16" o/c full height
 - Tongue and groove engineered OSB subfloor sheathing (joints sanded and screwed to joists throughout)
 - Engineered OSB roof sheathing c/w H-clips
 - Prefabricated roof trusses as per engineered design

- INSULATION:
- | | |
|--------------------------------------|---|
| - Exterior and Walkout walls: | R-20 Fiberglass batt + R5 Continuous Insulated OSB Panel |
| - Party (common) wall | R-12 Fiberglass batt |
| - Ceiling attics: | R-50 Fiberglass blown |
| - Fully insulated & drywalled garage | |
| - Floors over unheated space: | R-40 Fiberglass batt or blown |
| - Cathedral/sloped ceilings | R-31 Fiberglass batt (where applicable) |
| - Concrete Basement exterior walls: | R-20 Fiberglass batt, to approx. 8" above finished floor max. |
| - 6 Mil polyethylene vapour barrier | |

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ELECTRICAL:

- Underground utility wiring including hydro, bell and cablevision
- 100 amp service with 60 circuit breaker panel
- Heavy duty receptacles for stove and dryer
- "Decora" Style white plugs and switches throughout (except exterior)
- Two USB Outlets in the kitchen
- Smoke detectors & Carbon monoxide detector as per O.B.C.
- Front door chime
- Ceiling light fixture in all bedrooms with LED bulbs
- Ceiling Fixture in dining room (where applicable as per plan) with LED bulbs
- Chrome Bathroom Vanity Light fixture in all bathrooms with LED bulbs
- Two exterior weather protected plugs
- Silver light fixture package supplied and installed by the Vendor with LED bulbs
- Electrical outlet in garage ceiling for future garage door opener

ROUGH-INS:

- Four (4) x cat6 outlets complete with finishing plates. Locations to be selected by Purchaser except Inventory Homes and Models are preselected by the Vendor.
- Central vacuum rough-in (as per plan)
- Plumbing rough-in for future basement bathroom including and ventilation rough-ins. (as per plan) (Does not include waterline or electrical rough-ins)

PLUMBING AND FIXTURES:

- Vitreous China lavatory complete with single lever faucets in all bathrooms except laundry tub as per plan
- Undermount Double stainless steel kitchen sink with single lever faucet
- Power vented high-efficiency hot water heater (rental) in Mechanical room. (rental fee is determined by utility company)
- Pedestal sink in powder room as per plan
- 5' fiberglass tub/shower combo enclosed with full height ceramic tiled walls w/self-sealing grout to ceiling in ensuite and main bathroom (as per plan)
- Pressure balanced valves on all showers
- Hot and cold taps installed for automatic washer connection
- Two exterior hosebibs (one in garage, one in rear)
- Plumbing rough-in for future dishwasher installation
- Laundry tub installed with hot and cold taps
- Low flush water conserving toilets
- Chrome tissue holders, towel bar, robe hook, towel ring where applicable
- White plumbing fixtures in all bathrooms
- Shut off valves at all hot & cold lavatory and kitchen sink supply lines
- Sleeve for future waterline to fridge

HEATING AND VENTILATION:

- Natural gas fired forced air high efficiency furnace with electronic pilot ignition in Mechanical room
- Central Air Conditioning
- Separate switch exhaust fans in all bathrooms and powder room - vented to exterior
- Kitchen exhaust fan Microwave/Hood Fan combination (white) over range vented direct to exterior
- All ductwork is cleaned prior to occupancy
- Heat Recovery Ventilation (HRV) and Humidifier in Mechanical room
- Enercare Smarter Home Essentials Package (complimentary for 3 years)

FIREPLACE- Standard In Great Room of Model 170 Only:

- Natural gas direct vented fireplace with decorative black trim kit w/ spark ignition
- Polished porcelain or ceramic tiled w/self-sealing grout fireplace surround

FLOORING:

- 35 oz. quality carpet in all finished areas c/w 11 mm foam underpadding except areas shown as ceramic or hardwood as per plan. Choice of one colour of carpet throughout.
- Ceramic tile w/self-sealing grout at front entrance, powder room, kitchen/dinette, laundry room, main and ensuite bathrooms (from Builder's Standard selections) as per plan
- 3 1/8" Engineered natural red oak hardwood flooring in Great Room/Living Room, Dining Room, Lower Hallway & 2nd Floor Hallway where applicable as per plan.



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INTERIOR TRIM, CABINETRY AND FINISH CARPENTRY:

- Builder's standard painted raised panel interior passage doors
- Pre-hung Builder's standard painted raised panel swing doors c/w bullet catch on all closet doors except pre-finished sliding closet doors located as per plan
- 4 1/8" Nivaga style baseboard and 2 3/4" Nivaga style casing throughout (MDF painted white)
- Privacy sets for all bathrooms, powder room and master bedroom
- Satin chrome door hardware on interior doors
- Security deadbolt at front entrance door and garage entry door inside home (balcony door on model 130)
- Kitchen cabinetry with 2cm Quartz countertops
- Vanities with 2cm Quartz in all bathrooms except powder room as per plan
- Approx. 36" upper kitchen cabinetry
- Kitchen cabinetry opening for future dishwasher
- Kitchen pantry where applicable as per plan
- Solid natural red oak modern spindles, posts, and/or handrail & brackets as per plan
- Natural oak nosing under standard railing areas as per plan
- Single full width Melamine Laundry shelf approximately 12" Deep to be installed in all main & second floor laundry rooms above washer and dryer.
- Soft close on all cabinetry doors & drawers (excluding corner cabinets)

INTERIOR FINISHES:

- 9' Ceiling height on ground floor
- Smooth ceilings in all finished areas
- Two-tone paint: one builder standard colour latex paint to be used throughout, and all trim & interior doors shall be white semi-gloss latex
- Mirrors with bevelled square corners above all bathroom vanities and powder room
- Kitchen backsplash ceramic tiled w/ self-sealing grout 6" x 6" (from builder's standard backsplash selections)

WARRANTY COVERAGE:

- 7 Year major structural warranty
- 2 Year mechanical and building envelope warranty
- 1 Year material and workmanship warranty

The Purchaser acknowledges that:

- HOUSE EXTERIORS** - The Vendor has the right to exercise full architectural control over exterior finishes and as such, the Vendor shall have final approval of all colour selections. This includes but is not limited to additional brick to external side yard walls to enhance the streetscape and/or to comply to municipal agreements.

- Variations in subcontractors across different sites and varying site conditions may result in house exteriors that differ from the artist renderings. the Builder cannot be responsible for results which differ from the artists renderings of elevations.
- ADDITIONAL WINDOWS** - Additional windows to side elevations are subject to limiting distance as per Current Ontario Building Code and Municipal Zoning.
- CAT6** - The Purchaser understands that all CAT6 locations are approximate and vary from chosen locations.
- IN-WALL CONDUIT FOR AUDIO/VIDEO CABLES** - The purchaser acknowledges and accepts that due to the variation in framing requirements in different parts of the Purchaser's home, conduit lengths and routing can vary. In virtually all instances of ground floor installation (i.e. above a fireplace), conduit will first travel down into the basement below the floor joists, over to the termination point and back up into the main floor. As a result, it is best to measure the length of the conduit after occupancy with a "pull wire" before purchasing The Purchaser's cables. For above fireplace installations, the conduit wall plate will be installed approximately 10" above the Fireplace Mantle, unless otherwise specified in the Client Upgrades.
- PLANS** - Plans are subject to change without notice. Actual usable floor space may vary from the stated floor area. Layout for the services, kitchen, furnace, HWT and laundry tub may vary from plan. Vertical and horizontal bulkhead, which are not shown on plan, may be required for plumbing and heating runs. E.& O.E.

- For townhomes, Purchasers Agree to sign an exterior block plan layout when available. Purchaser(s) acknowledge that rooflines may be altered at this time from the brochure due to block assembly.
- INVENTORY AND MODEL HOMES** - Purchaser(s) Acknowledge And Accept That All Interior Colours And Wiring Have Been Selected And Installed By The Vendor And Will Remain As Installed. (Ie: Cabinetry, Flooring And Paint Colours But Not Limited To.)

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Purchaser

HW
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Vendor

7. **SELECTIONS AND APPOINTMENTS** - All colour and material selections are to be made from Vendor's standard samples unless otherwise paid for as an upgrade.
- In the event the work on the house has progressed beyond the point where the items covered by these invoices cannot be installed without entailing any unusual expense, then this order is to be cancelled and any deposit paid in connection with the same is to be refunded to the purchaser.
 - The vendor will undertake to incorporate the work covered by the sales extra in the construction of the house but will not be liable to the purchaser in any way, if for any reason the work covered by the extra is not carried out. In that event, any monies paid in connection with the same shall be returned to the purchaser.
 - It is understood and agreed that if for any reason whatsoever the transaction of Purchase and Sale is not completed, the total cost of extras ordered are not refundable to the Purchaser(s). Extras or changes will not be processed unless signed by the Vendor. These extras may not be amended without the written consent of Valecraft Homes.
 - The Purchaser(s) acknowledge and accept that failure to finalize the structural or colour selections by their cut-off date may result in a delay in construction and the builder has the right to extend the closing date. Due to failure to complete the above-mentioned selections and at no fault of us, the builder reserves the right to hold The Purchaser responsible for a delayed closing, including charging extra administration cost and interest on the balance due on closing.
8. **ADMINISTRATION FEES** - Purchaser(s) Acknowledge That An Administration Fee Will Be Charged For All Change Orders Received after the cutoff date. No estimates or orders will be accepted once construction has commenced.
- Should a refund be requested on any extras purchased, an 80% reimbursement of the purchase price will be given. (a \$50.00 minimum charge and a maximum \$250.00 charge will apply.)
 - The purchaser acknowledges and accepts that ANY changes made to upgrades after signing the 680's are subject to a minimum administration fee of \$300. PLUS a 10% holdback fee.
 - Purchasers are aware that any request to add a percentage of upgrades from the 680's will be processed only after the builder receives approval letter from the bank.
9. **GENERAL** - The purchaser understands that all decorator items: furnishings, appliances, draperies, painted colour walls, floors, wallpaper, panelling, alarm system, and eavestroughing found inside the model homes are for display purposes only and do not constitute standard items in the purchase price. Service location of hot water tanks, furnaces, air conditioning, basement wall height, specifications and material finishes may vary from model homes/plans.
- The number of steps required at entrances into the home and the garage entrance may vary from the model home/plans depending on individual lot grading requirements. Due to these steps, exterior railings may be required. Purchaser(s) acknowledge the requirement to install an approximate 3' x 3' landing with stairs at the garage entrance to the house as a result of the 2006 Building Code Requirement OBC 9.8.6.2. if 3 or more risers are required as a result of grading.
 - Basement window wells may or may not be required depending upon individual lot grading requirements.
 - Zoning bylaws specify maximum driveway widths which are based upon frontages. A tapering of The Purchaser's driveway may be required depending upon the frontage and specifically if the frontage is less than average as in the case of a pie-shaped lot.
 - The grading and drainage of The Purchaser's lot has been designed and engineered to ensure that surface water is directed away from The Purchaser's home and into swales. These swales run at the side and rear of The Purchaser's property lines. Swales generally have more aggressive slopes relative to the general lot and will always occupy a portion of the useable space of The Purchaser's lot to serve their function properly.
 - Purchaser(s) acknowledge that kitchen and bathroom ceramic wall border and or decorator insert tiles selected by the Purchaser(s) are installed at the discretion of the installation contractor unless specified otherwise by the Purchaser(s).

Jose Phuen

PURCHASER

W. L. H. H. H. H. H.

PURCHASER

January 11th, 2025

DATE

LOT NUMBER: SV PH1 A02

[Signature]
VALECRAFT HOMES (2019) LIMITED

January 14 2025
DATE

MODEL: 120 The Huntley Rev.

PROJECT: SHEA VILLAGE