

# THE CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2026-46

### A BY-LAW TO RATIFY THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND GERALDINE MCNULTY AND JONATHAN STUART KREIS (Property Purchase Agreement – Land at Intersection of County Road 19 and County Road 17)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the Corporation of the County of Dufferin and Geraldine McNulty and Jonathan Stuart Kreis, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

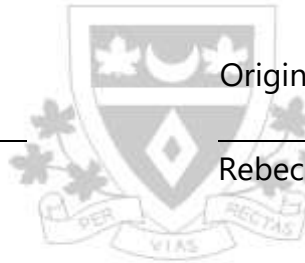
READ a first, second and third time and finally passed this 28<sup>th</sup> day of May, 2026.

Original signed by:

\_\_\_\_\_  
Lisa Post, Warden

Original signed by:

\_\_\_\_\_  
Rebecca Whelan, Deputy Clerk





# Agreement of Purchase and Sale

## Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 18th day of May 2026

**BUYER:** The Corporation of the County of Dufferin, agrees to purchase from  
(Full legal names of all Buyers)

**SELLER:** Geraldine McNulty & Jonathan Stuart Kreis, the following  
(Full legal names of all Sellers)

### REAL PROPERTY:

Address Part of 586274 Dufferin County Road 17

fronting on the \_\_\_\_\_ side of \_\_\_\_\_

in the Town of Mulmur, Province of Ontario

and having a frontage of As shown on Schedule "B" more or less by a depth of As shown on Schedule "B" more or less

and legally described as Part of PT LT 10, CON 2 WHS AS IN MF79845, MULMUR, being the sight triangle at or near the intersection of Sideroad 10 and Princess of Wales Road, generally shown as Part 2 on Schedule "B" and to be more particularly described by reference plan pursuant to Schedule "A"  
(Legal description of land including easements not described elsewhere)

**PURCHASE PRICE:** Dollars (CDN\$) 2,864.28  
Two Thousand Eight Hundred Sixty-Four Dollars and Twenty-Eight Cents Dollars

**DEPOSIT:** Buyer submits N/A Dollars (CDN\$) N/A  
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

by negotiable cheque payable to N/A "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

**Buyer agrees to pay the balance as more particularly set out in Schedule A attached.**

**SCHEDULE(S) A and B** attached hereto form(s) part of this Agreement.

**1. IRREVOCABILITY:** This offer shall be irrevocable by Buyer until 5:00 on the 20th day of May 2026, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.  
(Seller/Buyer) ~~6:00~~/p.m.)

**2. COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the \_\_\_\_\_ day of Refer to Schedule A 20 \_\_\_\_\_. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): SB

INITIALS OF SELLER(S): gm jk

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**3. NOTICES:** ~~The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: ..... (For delivery of Documents to Seller)      FAX No.: ..... (For delivery of Documents to Buyer)  
 Email Address: **Solicitor for the Seller** ..... (For delivery of Documents to Seller)      Email Address: **jself@sbslaw.ca** ..... (For delivery of Documents to Buyer)

**4. CHATELS INCLUDED:** .....  
 .....  
 .....  
 .....  
 .....  
 N/A

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

**5. FIXTURES EXCLUDED:** .....  
 .....  
 .....  
 .....  
 .....  
 N/A

**6. RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:


.....  
 N/A  
 .....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

**7. HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in ..... the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before ..... (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): SB

INITIALS OF SELLER(S): JM JK

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