



**AD-2026-01 REQUEST FOR PROPOSALS
FOR THE SALE OF 18 WILSON ST E.**

**DUE:
11:00 am (Local Time)
THURSDAY, SEPTEMBER 03, 2026**

Issued by the Corporation of the Town of Perth

Deliver To:
(and have delivery acknowledged)

**Michael Touw
Chief Administrative Officer, Town of Perth
80 Gore Street East, Perth, Ontario
K7H 1Z9
Email: cao@perth.ca**

www.perth.ca/bidsandtenders

1.0 INFORMATION FOR VENDORS

1.1 Overview

An exceptional commercial 0.146 acre opportunity to acquire a landmark boutique hospitality property in the heart of historic Perth, Ontario. This beautifully restored heritage inn features seven well-appointed guest suites blending timeless architectural character with upscale modern amenities. Ideally positioned overlooking Stewart Park and the Tay River, the property benefits from strong tourism appeal, walkable access to several downtown restaurants, cafés, boutique shopping, cultural and tourism attractions.

The Inn offers a turnkey accommodation experience with multiple revenue stream potential. Rich in local history and prominently situated within one of Eastern Ontario's most desirable tourism markets, this unique asset presents an outstanding opportunity for investors, boutique hotel operators, or hospitality entrepreneurs seeking an established destination property with expansion and branding potential.

This property is in a highly sought after, and high traffic area. It would be an ideal location for many commercial opportunities.

The building is approximately 3500 sq. ft. and was commercially appraised in February 2026 at a value of \$965,000. The building is estimated to be 100 plus years old, but has been well maintained. The foundation is clear stone with a low cellar. The building is wood frame with wood siding. A new asphalt shingle roof was installed in 2021. There is currently a forced air, natural gas furnace, with air conditioning units in each of the rooms. There are seven (7) suites, each of which has a full bathroom.

The Council of the Corporation of the Town of Perth has declared this land and building surplus and is inviting bids for the purchase of this property.

1.2 Closing Date and Submission Requirements

Submissions can be submitted via email to cao@perth.ca with the price appendix submitted as a separate file:

11:00 am LOCAL TIME – SEPTEMBER 03, 2026

- **Late proposals will NOT be accepted**
- Facsimiles (fax) responses for this Request for Proposals will **NOT** be accepted. Submissions must be by email or hard copy.
- Proposals must be signed by the person authorized to sign on behalf of the Bidder and bind the Bidder to statements made in the response to this Request for Proposals.
- The terms and conditions of this Request for Proposals offer shall remain firm and open for acceptance by the Town of Perth for a period of sixty (60) days.
- The Bidder must agree to abide by all the clauses and conditions laid out in this document and the successful Vendor's accepted Request for Proposal.

- The Town of Perth accepts no liability for the costs and expenses incurred by the Bidder.
- The Bidder shall be solely responsible for the delivery of their Request for Proposals in the manner and time prescribed.
- The Town reserve the right to:
 - cancel the Request for Proposal call and not accept any Proposal at all and/or re-issue the Request for Proposal in its original or revised form;
 - reject any Proposal that fails to comply with the response requirements. Adherence to the response requirements is required to ensure an effective evaluation of all proposals.
- The highest or any Proposal may not necessarily be accepted.

1.3 Questions/Discrepancies

Bidders who find any discrepancies or omissions in this RFP, or who have any doubt as to the intent or meaning of anything contained therein, shall direct questions, in writing (by e-mail), to the following:

Michael Touw
Chief Administrative Officer, Town of Perth
Email: cao@perth.ca

- All questions/discrepancies identified must be sent to the Town of Perth at least five (5) business days prior to the proposal due date and time.
- Only formal written responses to properly submitted questions will be binding on the Town of Perth.
- All responses by the Town of Perth (addenda) must form part of the Request for Proposals submission by the Bidder.

1.4 Opening

All submissions will be reviewed by Council in an *In Camera* session of a Council meeting, with the intention for the results and outcome to be presented publicly following.

This meeting will be held at the Perth Town Hall at 80 Gore Street East, Perth, Ontario, on Tuesday, September 08, 2026, at 5:30pm. All submissions will be deemed to be public documents and subject to public information requests.

2.0 GENERAL CONDITIONS

The following section forms an integral part of this Request for Proposals and must be considered in completing a response to this Request for Proposals.

The Bidder must agree to abide by all the clauses and conditions laid out in this Request for Proposals.

2.1 Withdrawal

A Submission may be withdrawn at any time prior to the closing date and time at the Vendor's discretion. Withdrawal notification must be in written form, signed, and must be submitted to Michael Touw, Chief Administrative Officer via email cao@perth.ca.

Facsimile and telephone calls will not be accepted. After the official closing date and time, all Submissions received shall be irrevocable.

2.2 Indemnity

The successful Bidder agrees to fully indemnify and hold harmless The Town of Perth from and against all suits, judgments, claims, demands, expenses including reasonable legal fees, actions, causes of action and losses of any kind and for any and all liability which the municipality may incur, sustain or suffer as a result of, arising out of or in any way related to the matters addressed in this Agreement occasioned wholly or in part by any negligent act or omission whether willful or otherwise by the vendor, their agents, officers, employees or other persons for whom the bidder is legally responsible, unless such losses are caused solely by the municipality's own negligence or misconduct.

2.3 Interpretation

Should a dispute arise regarding the meaning or intent of the contract documents, the decision of the Owner shall be final. The Owner will be represented by the Chief Administrative Officer.

2.4 Verbal Arrangement

In all cases of misunderstandings and disputes, verbal arrangements will not be considered. The successful Bidder must produce written authority in support of their contentions and shall advance no claim in the absence of such written authority, or use, or attempt to use, any conversation with any parties against the Owner, or in prosecuting any claim against the Owner.

2.5 Award and Agreement

Award and sale of the property will be subject to approval by the Council of the Town of Perth. Should the Bidder's submission be acceptable to the Owner, then the Bidder shall enter into an agreement with the Owner. The form of Agreement shall be the Agreement as attached in this Request for Proposals document. This section should be read in conjunction with 4.0.

2.6 Price

The price shown on the Agreement of Purchase and Sale must be fixed. All costs incurred by the Bidder in carrying out research, investigation or otherwise as may be

necessary for the preparation of a response to this Request for Proposals, shall be borne by the Bidder and will not be chargeable in any way to the Town of Perth.

2.7 Approvals

Unless specifically stated in the Request for Proposals documents, the Bidder shall obtain and pay the fees for all services.

Further, all Planning, Zoning, and Building Approvals will be the responsibility of the successful Bidder. The Town commits to working with the Bidder to complete appropriate planning, zoning, or building approvals.

2.8 Disqualification of Vendor

Any or all submissions may be rejected if the Owner believes that collusion and/or other impropriety exists. Submissions in which the prices are obviously unbalanced may be rejected.

2.9 Freedom of Information

Any personal information collected by or on behalf of the three municipalities under this Request for Proposals is subject to the Municipal Freedom of Information and Protection of Privacy Act. The information provided to the three municipalities may be used to confirm certain information provided in the submissions for this project. The person submitting this Proposal consents to such collection and use of the information. The person submitting this Proposal acknowledges the Proposal is a public document and that the information contained in the Proposal may become public and consents to the release of that information. By responding to this Request for Proposal, respondents waive any challenge to the three municipalities' decision in this regard. Any questions regarding the collection, use, or disclosure of the information should be directed to the Clerk of the Town of Perth.

2.10 Inspection of Property

The building and property are being offered on an as-is basis. The Bidder shall satisfy themselves as to the condition prior to submitting a proposal.

A single appointment for viewing will be arranged for Bidders. This viewing is not required. You must contact Michael Touw at cao@perth.ca by August 26, 2026 at 11:00am if you wish to participate.

Images of the interior and exterior of the property may be viewed at <https://the-white-house-bed-breakfast-k7h-1s2.ontariocahotel.com/en/> or <https://www.perthparksidehotelandspa.com/rooms-suites/the-whitehouse/>

3.0 SUBMISSION REQUIREMENTS

Proposals shall include:

3.1 Proposal

- A signed letter (on company letterhead if applicable) outlining the Bidder's proposed use for the building and property. If changes of use are contemplated, this letter should include a proposed timeline for completion of any work.

3.2 Price Proposal

Provide:

- Firm and final offer filled out in the attached Agreement of Purchase and Sale

4.0 EVALUATION CRITERIA

Proposals may be evaluated based on:

- Offer value
- Proposed use of the facility. This is a high visibility location, and the Town of Perth may give preference to proposed uses that are of (in its sole opinion) of greater economic development potential or community benefit. The Town is interested in the "Highest and Best Use" of this building and property, and may take into consideration such proposed uses as part of its evaluation.

The Town reserves the right to interview a bidder.



PROPERTY DESCRIPTION: LT D VILLAGE OF CAROLINA PL 8828 LANARK S DRUMMOND; PT LT G VILLAGE OF CAROLINA PL 8828 LANARK S DRUMMOND PARTS 1 & 2 27R233, S/T RS52702, RS96230; PERTH

PROPERTY REMARKS:

ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
2002/04/08

OWNERS' NAMES
THE CORPORATION OF THE TOWN OF PERTH

CAPACITY SHARE
BENO

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 2002/04/05 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:						
** SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *						
** AND ESCHEATS OR FORFEITURE TO THE CROWN.						
** THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF						
** IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY						
** CONVENTION.						
** ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.						
**DATE OF CONVERSION TO LAND TITLES: 2002/04/08 **						
27R233	1973/12/31	PLAN REFERENCE				C
RS52702	1974/01/21	TRANSFER	\$1		THE CORPORATION OF THE TOWN OF PERTH	C
RS52702Z	1974/01/21	REST COV APL ANNEX				C
27R2831	1984/07/18	PLAN REFERENCE				C
RS93583	1984/07/24	AGREEMENT			THE TOWN OF PERTH	C
RS94754	1984/10/29	BYLAW				C
RS95690	1985/01/28	AGREEMENT			TOWN OF PERTH	C
RS95691	1985/01/28	BYLAW				C
27R2985	1985/03/06	PLAN REFERENCE				C
RS124336	1990/01/12	CHARGE		*** COMPLETELY DELETED ***		

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

SCHEDULE A - PARCEL REGISTER AND PIN MAP AND SURVEY

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHKD
RS127262	1990/07/12	AGR AM CH		*** COMPLETELY DELETED ***	ONTARIO MORTGAGE CORP.	
	REMARKS: RS124336					
LC34739	2005/07/14	DISCH OF CHARGE		*** COMPLETELY DELETED *** ONTARIO MORTGAGE CORP.		
	REMARKS: RE: RS124336					
27R8746	2005/08/09	PLAN REFERENCE				C
LC41461	2005/12/19	APL DELETE REST			THE CORPORATION OF THE TOWN OF PERTH	C
	REMARKS: RE: RS52702Z COURT ORDER DELETING RESTRICTIONS AS TO PARTS 1,3 ON 27R8746.					
LC68272	2007/11/27	NOTICE		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF PERTH CODE'S MILL INN ON STEWART PARK LTD.	CREDIT UNION CENTRAL OF ONTARIO LIMITED	
LC96911	2010/03/30	NOTICE		*** COMPLETELY DELETED *** CREDIT UNION CENTRAL OF ONTARIO LIMITED	CREDIT UNION CENTRAL OF BRITISH COLUMBIA	
	REMARKS: LC68272					
LC128459	2012/11/22	APL (GENERAL)		*** COMPLETELY DELETED *** THE CORPORATION OF THE TOWN OF PERTH		
	REMARKS: DELETING LC68272, LC96911					
LC130396	2013/02/05	BYLAW		THE CORPORATION OF THE TOWN OF PERTH		C
	REMARKS: BY-LAW 4271, HERITAGE DESIGNATION					
LC278301	2026/02/02	APL DEPOSIT PLAN		*** COMPLETELY DELETED ***		
27R12614	2026/02/03	PLAN REFERENCE				C
	REMARKS: LC278301.					



ServiceOntario

PRINTED ON 02 APR, 2026 AT 13:54:45
FOR JOAKES01



PROPERTY INDEX MAP LANARK(No. 27)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

REVIEW THE TITLE RECORDS FOR COMPLETE
PROPERTY INFORMATION AS THIS MAP MAY
NOT REFLECT RECENT REGISTRATIONS

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND
REGISTRATION SYSTEM AND HAS BEEN PREPARED
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED



SCALE 1 : 200

THE INTENDED PLOT SIZE OF THIS PLAN IS 600mm IN WIDTH BY 457mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1 : 200.

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

JAMES BATTY
ONTARIO LAND SURVEYOR

2. THE SURVEY WAS COMPLETED ON THE 8TH DAY OF JANUARY, 2026.

JAMES BATTY
ONTARIO LAND SURVEYOR

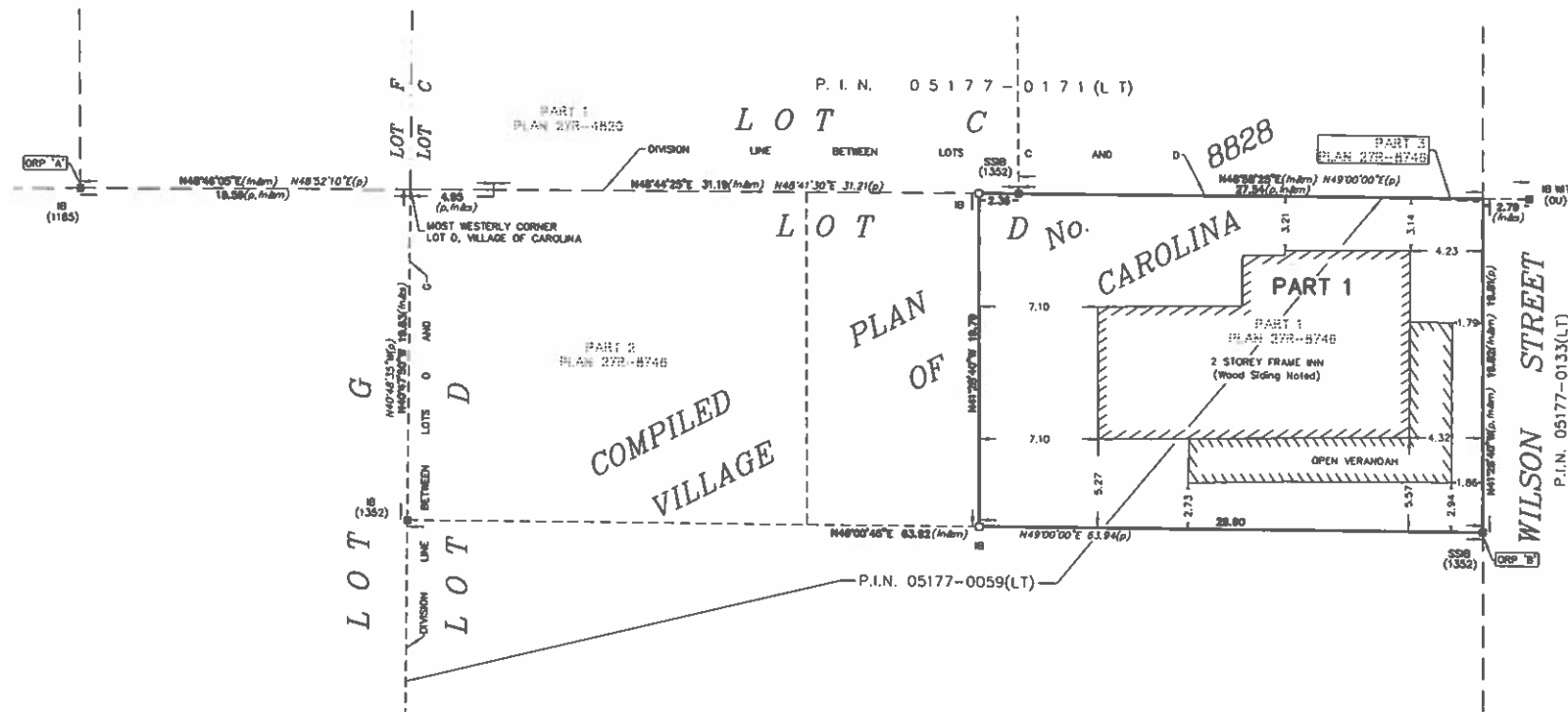
Q	DENOTES	MONUMENT PLANTED
W	DENOTES	MONUMENT FOUND
SSB	DENOTES	SHORT STANDARD IRON BAR
IB	DENOTES	IRON BAR
(m)	DENOTES	MEASURED
(s)	DENOTES	SET
(p)	DENOTES	PLAN 278-8746
(p)	DENOTES	FIELD NOTES #9 CALLON DIETZ INCORPORATED
(1185)	DENOTES	DATED NOVEMBER 22, 2024. (Ref: 24-2896)
(1322)	DENOTES	1/1 GOLF, 2/1
(OL)	DENOTES	B.W. KERR, 0/1
W	DENOTES	ORIGIN UNKNOWN
W	DENOTES	IN THESE
CRP	DENOTES	OBSERVED REFERENCE POINT

PLAN	ROTATION	DIRECTION
(P)	0° 11' 15"	COUNTER CLOCKWISE

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

SCHEDULE				
PART	LOT	PLAN	PIN	AREA(sq.m)
1	Pl of D. Village of Carolina	8828	Pl of 05177-0058(LT)	592.2

Representative for the
Land Registrar for the
Land Titles Division of
Lanark (No.27)

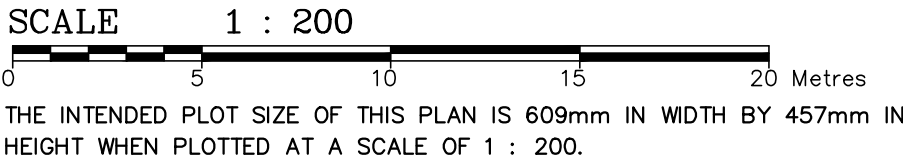


SURVEY BY: KP	DRAWN BY: DL	FILE No: 25-28156	PLAN No: X-4303
---------------	--------------	-------------------	-----------------



1006 DS1 42701 500739

PLAN OF SURVEY OF PART OF
LOT D
VILLAGE OF CAROLINA
COMPILED PLAN No. 8828
TOWN OF PERTH
COUNTY OF LANARK



METRIC :
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES
AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

SQUARE METRES CAN BE CONVERTED TO SQUARE FEET BY
MULTIPLYING BY 10.7639

JAMES BATTY
ONTARIO LAND SURVEYOR

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH
THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT
AND THE REGULATIONS MADE UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 8TH DAY OF JANUARY, 2026.

JANUARY 28, 2026
DATE

JAMES BATTY
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO AOLS PLAN SUBMISSION FORM
NUMBER V-127808.

LEGEND AND NOTES

- | | | |
|--------|---------|--|
| □ | DENOTES | MONUMENT PLANTED |
| ■ | DENOTES | MONUMENT FOUND |
| SSIB | DENOTES | SHORT STANDARD IRON BAR |
| IB | DENOTES | IRON BAR |
| (m) | DENOTES | MEASURED |
| (s) | DENOTES | SET |
| (p) | DENOTES | PLAN 27R-8746 |
| (fn) | DENOTES | FIELD NOTES BY CALLON DIETZ INCORPORATED |
| (1185) | DENOTES | DATED NOVEMBER 22, 2024. (Ref: 24-26866) |
| (1352) | DENOTES | J.F. GOLTZ, OLS |
| (OU) | DENOTES | B.W. KERR, OLS |
| WIT | DENOTES | ORIGIN UNKNOWN |
| ORP | DENOTES | WITNESS |
| | | OBSERVED REFERENCE POINT |

DISTANCES:
DISTANCES SHOWN ON THIS PLAN ARE GROUND DISTANCES AND CAN BE
USED TO COMPUTE GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE
FACTOR OF 0.999889.

BEARINGS
BEARINGS ARE MTM GRID BEARINGS, DERIVED BY REAL TIME NETWORK GNSS
OBSERVATIONS ON OBSERVED REFERENCE POINTS 'A' AND 'B' SHOWN
HEREON, AND ARE REFERRED TO THE NAD83 CSRS (2010) MTM ZONE 9
COORDINATE SYSTEM.

BEARING ROTATION:		
FOR THE PURPOSE OF COMPARISON, ASTRONOMIC BEARINGS HAVE BEEN ROTATED AS FOLLOWS:		
PLAN	ROTATION	DIRECTION
(p)	0° 11' 15"	COUNTER CLOCKWISE

INTEGRATION DATA:		
OBSERVED REFERENCE POINTS (ORPs) DERIVED FROM GNSS OBSERVATIONS USING THE CANNET REAL TIME NETWORK (RTN) SERVICE. COORDINATES ARE CONFIRMED BY THE NRCAN RTK COMPLIANCE AGREEMENT.		
COORDINATE SYSTEM : NAD83 CSRS (2010), MTM ZONE 9		
COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP 'A'	4973292.80	324324.12
ORP 'B'	4973332.77	324399.93
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

PLAN 27R-12614

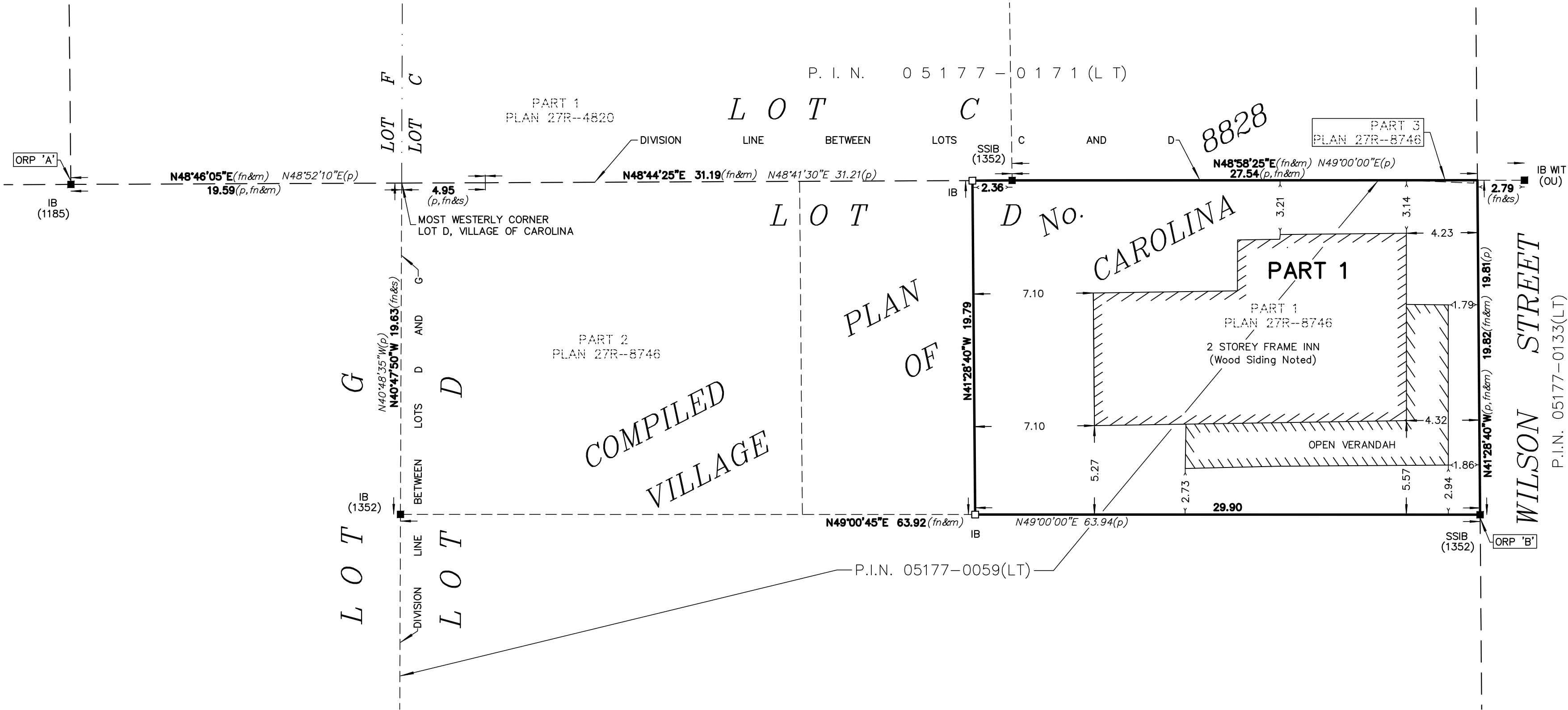
Received and deposited

February 3rd, 2026

Latesha Tynes

Representative for the
Land Registrar for the
Land Titles Division of
Lanark (No.27)

SCHEDULE				
PART	LOT	PLAN	PIN	AREA(sq.m)
1	Pt of D, Village of Carolina	8828	Pt of 05177-0059(LT)	592.2



THIS PLAN WAS PREPARED FOR: TOWN OF PERTH

Callon + Dietz INCORPORATED
ONTARIO LAND SURVEYORS
CARLETON PLACE LONDON NORTH BAY
info@callondietz.com callondietz.com

REGISTERED
ISO 9001

SURVEY BY: KP	DRAWN BY: DL	FILE No: 25-28156	PLAN No: X-4303
---------------	--------------	-------------------	-----------------

**AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)**

The Purchaser, _____, agrees to purchase from the Vendor, **THE CORPORATION OF THE TOWN OF PERTH**, the following real property: **18 Wilson Street East, Perth, Ontario**, legally described as **Part of Lot D Village of Carolina Plan 8828 Lanark S Drummond, being Part 1 on 27R-12614, Town of Perth**, being part of PIN **05177-0059 (LT)** (the "**Property**") at a purchase price of \$_____ (the "**Purchase Price**"). The parcel register and PIN map for the property that the Property to be purchased is being carved off from are attached at Schedule A along with survey 27R-12614.

1. **DEPOSIT:** The Purchaser submits, **within 5 days of acceptance, TWENTY-FIVE THOUSAND Dollars** (Canadian \$25,000.00) in certified funds payable to **THE TOWN OF PERTH** to be credited toward the Purchase Price on completion. The Purchaser acknowledges that in the event the Purchaser fails to close the transaction that the deposit is non-refundable.
2. **EXECUTION:** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument and shall become effective when counterparts have been signed by each of the Vendor and Purchaser(s) and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.
3. **SCHEDULES:** Schedule A and B attached hereto shall form a part of this Agreement.
4. **ELECTRONIC REGISTRATION:** Provided the Solicitors for each of the Vendor and Purchaser(s) are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the date of acceptance of this Agreement, and to abide by, and instruct their Solicitors to abide by, the closing procedures set forth therein for electronic registration.
5. **CHATELS INCLUDED: NIL**
6. **FIXTURES EXCLUDED:** All fixtures shall remain with the Property except: **any trade fixtures belonging to the Tenant, as determined by the Vendor.**
7. **RENTAL ITEMS:** The following equipment is rented and is **not** included in the Purchase Price. The Purchaser(s) agrees to assume the rental contract(s), if assumable: **NIL**
8. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser(s) until 5:00 p.m. on the **day that is 2 days after the meeting of Council to be set to consider, and, if satisfactory, approve the Offer**, after which time, if not accepted, this Offer shall be null and void.
9. **COMPLETION DATE:** See Schedule B
10. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax will be in addition to the Purchase Price. If this transaction is not subject to H.S.T., the Vendor agrees to provide on or before the closing date, a certificate that the transaction is not subject to H.S.T.

H.S.T. will be payable as an adjustment on the portion of the purchase price allocated to the vacant land unless:
 - a. The Purchaser provides satisfactory proof that the Purchaser is a H.S.T. registrant and therefore the sale is subject to an election pursuant to s. 167(1) of the Excise Tax Act; and
 - b. The Purchaser delivers on closing an indemnity agreement in the event an H.S.T. is assessed against the Vendor.
11. **TITLE SEARCH:** Purchaser(s) shall be allowed until 5:00 p.m. on the date which is 10 days before the Completion Date (the "**Requisition Date**") to examine the title to the Property at their own expense and until the earlier of: (i) thirty (30) days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five (5) days prior to completion, to satisfy themselves that there are no outstanding work orders or deficiency notices affecting the Property, that its present use as **an Inn and Spa** may be lawfully continued and that the principal building(s) may be insured against risk of fire. The Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser(s) details of all outstanding work orders affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser(s) may reasonably require.
12. **FUTURE USE:** Vendor and Purchaser(s) agree that there is no representation or warranty of any kind that the future intended

use of the Property by the Purchaser(s) is or will be lawful except as may be specifically provided for in this Agreement.

13. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 11 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building(s) may not be insured against risk of fire is made in writing to the Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser(s) will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operation Broker shall not be liable for any costs or damages. Save as to any valid objection so made by such a day and except for any objection going to the root of the title, Purchaser(s) shall be conclusively deemed to have accepted Vendor's title to the Property.
14. **DOCUMENTS AND DISCHARGE:** Purchaser(s) shall not call for the production of any deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of the Vendor. If requested by Purchaser(s), Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser(s) as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the *Loan Companies Act* (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser(s) on completion, is not available on registerable form on completion, Purchaser(s) agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser(s) 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.
15. **INSPECTION:** Purchaser(s) acknowledge having had the opportunity to inspect the Property prior to submitting this Offer and understand that upon acceptance of this Offer there shall be a binding agreement between Purchaser(s) and Vendor. The Vendor agrees to allow the Purchaser(s) and/or agent of the Purchaser(s) a final inspection of the Property at a mutually convenient time prior to the completion date. If the Vendor and Purchaser(s) cannot agree upon a mutually convenient time for said inspection the Vendor shall allow the Purchaser(s) access to the Property for final inspection between 10:00 a.m. and 11:45 a.m. on the day prior to the completion date set out in this Agreement or any extended completion date as the case may be.
16. **INSURANCE:** All buildings and all other things on the Property being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser(s) may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor are taking back a Charge/Mortgage, or Purchaser(s) are assuming a Charge/Mortgage, Purchaser(s) shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor' or other mortgagee's interest on completion.
17. **PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only if Vendor complies with the subdivision control provisions of the *Planning Act* (Ontario) by completion and Vendor covenants to proceed diligently at their expense to obtain any necessary consent by completion.
18. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser(s) to Vendor at the expense of the Purchaser(s). If requested by Purchaser(s), Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the *Planning Act*, R.S.O. 1990.
19. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser(s).
20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser(s) or by their respective lawyers who may be specifically authorized in that regard.
21. **RESIDENCY:** Purchaser(s) shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser(s) to pay to the Minister of National Revenue to satisfy Purchaser(s)'s liability in respect of tax payable by Vendor under the non-residency provisions of the *Income Tax Act* by reason of this sale. Vendor shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.
22. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser(s) or their respective lawyers

on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

23. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.
24. **UFFI:** Vendor represent and warrant to the Purchaser(s) that during the time Vendor have owned the Property, Vendor have not caused any building on the Property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor' knowledge no building on the Property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
25. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any schedule attached hereto) and any provision in the printed portion hereof, the written or typed portion shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser(s) and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
26. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

[REST OF THIS PAGE DELIBERATELY LEFT BLANK]

The undersigned Purchaser agrees to the above Offer.

DATED this _____ day of _____, 2026.

SIGNED, SEALED and DELIVERED
In the presence of:

}
}
}
}
}

Purchaser Name(s): _____

}
}
}
}
}
}
}

Purchaser signature

Purchaser signature

The undersigned Vendor agrees to the above Offer.

DATED this _____ day of _____, 2026.

SIGNED, SEALED and DELIVERED
In the presence of:

}
}
}
}
}
}
}
}

The Corporation of the Town of Perth

We have the authority to bind the Corporation.

Vendor's Lawyer:

Barker Willson Professional Corporation
Scott B. Hughes
31 Foster Street
Perth, Ontario K7H 1R8
Tel: 613-267-2800 x109
Fax: 613-267-4852
E-mail: scott@barkerwillson.com

}
}
}
}
}
}
}
}

Purchaser's Lawyer:

SCHEDULE B – CONDITIONS, CLOSING, TENANT, AND OTHER MATTERS

Balance of Purchase Price: The Purchaser agree to pay the balance of the purchase price, subject to adjustments, to the Vendor's solicitor on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

Council Approval: This Offer has been submitted as a result of the Town's RFP for the purchase of this property. It is conditional for 45 days from the close of submissions date for the RFP on the Vendor obtaining Council approval for the terms and conditions in this Agreement and authorizing staff of the Vendor to proceed with the sale. This condition is included for the benefit of the Vendor and may be waived at its sole option. In the event this condition is not waived, the deposit will be returned in full to the Purchaser without interest or penalty and the Agreement is void.

Completion Date: The closing of this transaction will be completed within 90 days of acceptance, on a date to be agreed upon by the parties. The date of acceptance is the date when the Vendor has signed and delivered this Agreement to the Purchaser.

Zoning: Notwithstanding Title Search clause #11, the Purchaser has been made aware that the zoning of the property is currently Open Space and that the Purchaser may need to apply for a zoning amendment to permit its intended use or to continue the current use.

Title: The Purchaser acknowledges and accepts that title will be subject to the instruments shown on the parcel register in Schedule A and agrees that the Purchaser's solicitor will not requisition the removal of any of those existing instruments. Some of the instruments will not be applicable to the Property being purchased once it has been conveyed and could, at the Purchaser's expense, be removed from title after Closing. Copies of these documents will be emailed to potential purchasers or their solicitors at no cost, upon request to the Vendor's solicitor.

Tenant: The Purchaser is aware that the property is tenanted and assumes the tenant on closing. The lease ended December 31, 2025 and continues on a month-to-month basis. If the parties agree after acceptance and before closing that the tenant should be given written notice that the tenancy is terminated, then the Vendor will do so but the Vendor takes no responsibility for ensuring that the tenant vacates the property, prior to closing or otherwise.

State of property: The Purchaser accepts the condition of the property as is and without any warranties or representations provided by the Vendor.

Electronic and Counterpart Signing: Signature of this agreement electronically shall be legal and binding on the parties. This agreement can be signed in counterpart.

RFP Deadline:

Thursday, September 03, 2026 11:00 AM

**Michael Touw
Chief Administrative Officer
80 Gore Street East
Perth, Ontario, K7H 1H9
Email: cao@perth.ca**

**Late proposals will NOT be accepted
and will be returned unopened to the Vendor,
no exceptions.**