

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

BY-LAW NO. 89-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council, an Agreement of Purchase and Sale between the Corporation of the Township of North Huron and BI-AX International Inc., for a portion of land for the purpose of street widening. The lands, approximately .4 of an acre, are geographically located on the south side of North Street, legally described as Plan 410 Park Lots 19, 20, 21; Park Lots 22, 23 as RP; 22R3635 Parts 1 to 7, 596 Cedar Street, Wingham Ward, Township of North Huron.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing an Agreement of Purchase and Sale between the Corporation of the Township of North Huron and BI-AX International Inc., for a portion of land for the purpose of street widening. The lands, approximately .4 of an acre, are geographically located on the south side of North Street, legally described as Plan 410 Park Lots 19, 20, 21; Park Lots 22, 23 as RP; 22R3635 Parts 1 to 7, 596 Cedar Street, Wingham Ward, Township of North Huron;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, an Agreement of Purchase and Sale between the Corporation of the Township of North Huron and BI-AX International Inc., for a portion of land for the purpose of street widening. The lands, approximately .4 of an acre, are geographically located on the south side of North Street, legally described as Plan 410 Park Lots 19, 20, 21; Park Lots 22, 23 as RP; 22R3635 Parts 1 to 7, 596 Cedar Street, Wingham Ward, Township of North Huron.
2. That a copy of the said Agreement is attached hereto and designated as Schedule 'A' to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 16TH DAY OF OCTOBER, 2017.

READ A THIRD TIME AND PASSED THIS 16TH DAY OF OCTOBER, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Richard Al, Clerk

SCHEDULE "A"
TO BY-LAW NO 89-2017

AGREEMENT OF PURCHASE AND SALE

PURCHASER, **TOWNSHIP OF NORTH HURON**, offers to buy from VENDOR, **BI-AX INTERNATIONAL INC.**, a portion of land approximately .4 of an acre (864 feet x 20 feet) for the purposes of road widening. The lands are geographically located on the South side of North Street and are legally described as Plan 410 Park Lots 19, 20, 21; Park lots 22, 23 as RP; 22R3635 Parts 1 to 7, Wingham Ward, Township of North Huron, municipality know as 596 Cedar Street, at the PURCHASE PRICE OF – TWENTY-FIVE THOUSAND DOLLARS----- Canadian Dollars \$CAN 25,000.00. The area of land to be purchased is shown on the attached drawing and will be subject to minor adjustments based on specific survey to be completed by the Purchaser on the following terms:

1. Purchaser submits with this offer TWO THOUSAND DOLLARS -Dollars (\$2,000.00) cash/cheque payable to the Vendor as a deposit to be held by it in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion.
2. (a) Purchaser agrees to pay the balance of the purchase price by cheque, subject to the usual adjustments, on closing.

(b) The Purchaser and Vendor agree that the delivery of the documents including the offer to purchase or counter offer, notice of acceptance thereof and delivery of all notices and communications hereunder, may be made by facsimile machine, addressed to the parties hereto, their solicitors or agents.

(c) The Purchaser agrees to obtain and provide the Vendor with a plan of survey prepared by an Ontario Land Surveyor of the subject lands. Subject to the plan of survey being satisfactory to the Vendor, the Purchaser will register the plan. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed on completion, is not available in registrable form on completion, the Vendor agrees to accept the Purchaser's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Purchaser shall provide to the Vendor a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Purchaser directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

(d) The Purchaser is responsible for all costs incurred by both the purchaser and seller, as a result of this sale, including, but not limited to, legal fees, survey costs, zoning and minor variance changes etc. Survey rods to be installed on each corner of the new lot line.
3. This Offer shall be irrevocable by the Vendor until **4:00 p.m. on the 10th day of October 2017**, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to Purchaser without interest or deduction.
4. This Agreement shall be completed by closing on or before the **27th day of October 2017**. Upon completion, vacant possession of the property shall be given to Purchaser.
5. Purchaser shall be allowed until 5:00 p.m. on the **20th day of October 2017**, to: at the purchaser's expense, examine the title to the property, and satisfy itself that there are no outstanding work orders affecting the property.
6. Provided that the title to the property is good and free from all encumbrances except as aforesaid and except for any registered restrictions or covenants that run with the land providing that such are complied with and except for any minor easements to public utilities required for the supply of domestic utility services to the property. If within the time allowed for examining the title any valid objection to title, or to any outstanding work order, or to the fact that the said present use may not lawfully be continued, is made in writing to Vendor

and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies theretofore paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

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

8. Vendor and Purchaser agree that there is no condition, express, or implied, representation or warranty of any kind that the future intended use of the property by Purchaser is or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

9. Provided that this Agreement shall be effective to create an interest in the property only if the subdivision control provisions of The Planning Act are complied with by Vendor on or before completion and Vendor hereby covenants to proceed diligently at his expense to obtain any necessary consent on or before completion.

10. Purchaser shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for Purchaser to pay to the Minister of National Revenue in order to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada.

11. Taxes, local improvements and assessment rates shall be apportioned and allowed to the date of completion (the day itself to be apportioned to the Purchaser).

12. The deed or transfer shall, save for the land Transfer Tax Affidavit, which shall be prepared and completed by the Purchaser, be prepared in registrable form at the expense of the Purchaser.

13. 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 Purchase or by their respective solicitors who may be specifically authorized in that regard.

14. Any tender of documents or money hereunder may be made upon Vendor or purchaser or their respective solicitors on the day set for completion of this Agreement. Money may be tendered by bank draft or cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

15. Notwithstanding any terms or conditions outlined in the printed portion herein, any provisions written or typed into this Offer shall be the true terms and shall supersede the printed portion in respect to the parts affected thereby. This Agreement shall constitute the entire agreement between Purchaser and Vendor and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the property or supported hereby other than as expressed herein in writing. This Agreement shall be read with all the changes of gender or number required by the context.

16. If this transaction is subject to Harmonized Sales Tax (H.S.T.) pursuant to the *Excise Tax Act* (Canada) then such H.S.T. shall be in addition to and not included in the Purchase Price. If this transaction is subject to H.S.T. but the Vendor is not required to collect and remit H.S.T., the Purchaser agrees to provide on or before closing to the Vendor or Vendor's solicitor a certificate to the effect that the Vendor is not required to collect or remit the H.S.T. and shall provide the Vendor with the Purchaser's H.S.T. registration number, failing which the applicable H.S.T. shall be paid to the Vendor on closing.

17. Each of the Vendor and Purchaser shall retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, as amended, and the *Electronic Registration Act*, S. O. 1991, as amended, the Vendor and

Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction), and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Vendor and Purchaser irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the said lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

18. The Vender acknowledges and agrees that the approval of the Council of the Township of North Huron is required before this agreement is binding.

DATED at Wingham, Ontario this 5th day of October 2017

SIGNED, SEALED AND DELIVERED in the presence of:

THE TOWNSHIP OF NORTH HURON

Neil Vincent, Reeve

Richard Al, Clerk

The undersigned accepts the above Offer

DATED at Wingham, Ontario this 5 day of October 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

(witness)

David Inglis