

The Corporation of the Township of Huron-Kinloss



BY-LAW

2021-114

Being a By-Law to Authorize the Purchase of Property
described as Part 1 and Part 2 Plan 3R-10510 Part of Lot 3, Plan 100 (Melville Lane)

WHEREAS the Municipal Act S.O. 2001, c 25, Section 6 authorizes a municipality to acquire lands required for the purpose of the Corporation;

AND WHEREAS, the Municipal Act S.O. 2001, c 25, Section 11 provides a municipality jurisdiction in respect of highways;

AND WHEREAS, the Council of the Corporation of the Township of Huron-Kinloss has by resolution passed on April 7, 2021, authorized the commencement of procedures to purchase land for the Melville Lane Reconstruction Project;

AND WHEREAS The Council for The Corporation of the Township of Huron-Kinloss deems it expedient to acquire the lands described as Part 1 and Part 2 Plan 3R-10510 Part of Lot 3, Plan 100; Huron-Kinloss for Melville Lane Road Widening;

NOW THEREFORE the Municipal Council of the Corporation of the Township of Huron-Kinloss enacts as follows:

- 1.0 THAT the Corporation of the Township of Huron-Kinloss Council hereby approves entering into an Agreement of Purchase and Sale with Meat Consultants International Inc. for the property described as Part 1 and Part 2 on Plan 3R-10510 Part of Lot 3, Plan 100 being all of PINS 33324-0252 and 33324-0251 all in LRO #3 (Bruce), in the amount of Twelve Thousand Dollars which is attached as Schedule "A" and forms part of this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any documents required for the purchase and to affix the corporate seal of the Township of Huron-Kinloss.
- 3.0 This By-law shall come into force and effect upon its final passage.
- 4.0 This By-law may be cited as the "Purchase of Part 1 and Part 2 on Plan 3R-10510 Part of Lot 3, Plan 100 (Melville Lane) By-law"

READ a FIRST and SECOND TIME this 18th day of October 2021

READ a THIRD TIME and FINALLY PASSED this 18th day of October, 2021

Mitch Twolan, Mayor

Emily Dance, Clerk

AGREEMENT OF PURCHASE AND SALE

BUYER: THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

agrees to purchase from

SELLER: MEAT CONSULTANTS INTERNATIONAL INC.
 the following

REAL PROPERTY: Part 1, 2 and 3 on Plan 3R- 10150 Part of Lot 3, Plan 100 being all of PINs 33324-0252, 33324-0251 and 33324-0061, all in LRO #3 (Bruce);
 as described as Parts 1, 2 and 3 on Schedule “B” attached hereto (the “property”).

PURCHASE PRICE: Twelve Thousand Dollars (CDN \$12,000.00) The Buyer agrees to pay the Purchase Price on completion as set out in Schedule “A” attached hereto.

SCHEDULES “A” and “B” attached hereto form part of the Agreement.

1. **CHATELS INCLUDED:** NIL

2. **FIXTURES EXCLUDED:** NIL

3. **RENTAL ITEMS:** NIL

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 5:00 pm on the_____day of _____, 2021 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.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 pm on the thirtieth (30th) day following the acceptance of plan listed in Schedule “B” by the Land Registry Office. If the relevant land registry office is closed on such date, then the Completion Date shall be the next day following that said registry office is open for business. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

6. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, where an email address is provided herein, when transmitted electronically to that email address, or otherwise by personal delivery.

Email for delivery of notices to Seller: _____

Email for delivery of notices to Buyer:

jyungblut@huronkinloss.com

with a copy to somelia@millerthomson.com

7. **HST:** If this transaction is subject to Harmonized Sales Tax or Goods and Services Tax (such taxes being referred to herein as “H.S.T.”), then such taxes shall be in addition to the Purchase Price. If this transaction is not subject to H.S.T, Seller agrees to certify on closing that the sale of the property is not subject to H.S.T.

8. **TITLE SEARCH:** Buyer shall be allowed until 5:00 pm on the twentieth (20th) day prior to the Completion Date (the “**Requisition Date**”) to examine the title to the property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the property. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **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 8 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 is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which Buyer 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 Seller 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, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the
 Initials of Buyer(s): _____ Initials of Seller(s): _____

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, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the **"Requisite Deliveries"**) and the release thereof to the Seller and Buyer 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 Seller and Buyer irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller'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 completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSURANCE:** No insurance shall be transferred on completion.

14. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act.

15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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.

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

17. **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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

18. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer 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.

19. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Seller's spouse has executed the consent hereinafter provided.

20. **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 provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. 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.

21. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at _____ this _____ day of _____, 2021.

MEAT CONSULTANTS INTERNATIONAL INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:
I/We have authority to bind the corporation.

DATED at _____ this _____ day of _____, 2021.

THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS

Per: _____
Name: Mitch Twolan
Title: Mayor

Per: _____
Name: Emily Dance
Title: Clerk
We have authority to bind the Corporation.

Buyer’s Lawyer:

Miller Thomson LLP
Attn: Steven Melia

Address: 295 Hagey Boulevard, Suite 300

Waterloo, Ontario N2L 6R5

Telephone: 519-593-3246
Fax: 519-743-2540
Email: somelia@millerthomson.com

Seller’s Lawyer:

Attn: _____

Address: _____

Telephone: _____
Fax: _____
Email: _____

SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE

BUYER: **THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS**
SELLER: **MEAT CONSULTANTS INTERNATIONAL INC.**

For the purchase and sale of Part 1, 2 and 3 on Plan 3R- 10150 Part of Lot 3, Plan 100 being all of PINs 33324-0252, 33324-0251 and 33324-0061, all in LRO #3(Bruce), as shown outlined in red on Schedule "B" attached hereto.

1. PURCHASE PRICE ON CLOSING

The Buyer shall pay the Purchase Price by corporate cheque, wire transfer or bank draft on closing.

2. CONDITION PRECEDENT

This Agreement is conditional until the Completion Date upon the Buyer, in its sole and absolute discretion, passing a by-law approving the terms of this Agreement of Purchase and Sale, failing which this Agreement shall be deemed null and void. This condition is for the benefit of the Buyer and can be waived by it in its sole discretion.

3. ADJUSTMENTS

The parties agree that there shall be no adjustments for realty taxes.

4. REFERENCE PLAN

The Buyer shall be responsible, at its sole cost, for the preparation and registration of a reference plan to legally describe the property. The Seller agrees that, upon acceptance of this Agreement of Purchase and Sale by both parties, the Buyer, its employees and agents, shall be permitted access to the property at all reasonable times to complete the reference plan. The Buyer shall indemnify the Seller for losses, costs or liabilities, if any, directly incurred by the Seller as a result of the Buyer's attendance on the property to complete the reference plan.

5. PRE-CLOSING CONSTRUCTION

The Seller agrees that the Buyer may proceed with the construction of the required road works on the property prior to closing in order to meet its construction schedule.

6. LEGAL FEES

The Buyer agrees to pay the Seller's reasonable legal costs to complete this transaction up to a maximum of One Thousand Dollars (\$1,000.00) upon receipt of an invoice from the Seller's lawyer.

SCHEDULE “B” TO AGREEMENT OF PURCHASE AND SALE

