

The Corporation of the Township of Southgate

By-law Number 2021-080

being a by-law to authorize a purchase and sale agreement between
Jacob and Getruda Janzen and the Corporation of the Township of Southgate

Whereas the Municipal Act, 2001, Chapter 25, as amended, Section 5 (3), states that municipal power, including a municipality's capacity, rights, powers and privileges, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

Whereas Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues; and

Whereas Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

Whereas it is deemed necessary and desirable that the Council of the Corporation of the Township of Southgate enact a by-law authorizing the Corporation to enter into a purchase and sale agreement with Jacob and Getruda Janzen,

Now therefore be it resolved that the Council of the Corporation of the Township of Southgate enacts as follows:

1. **That** the purchase and sale agreement between Jacob and Getruda Janzen and the Corporation of the Township of Southgate attached hereto as Schedule A, is hereby ratified and confirmed; and
2. **That** the Mayor and the Clerk are authorized and directed to sign the agreement on behalf of the Council of the Corporation of the Township of Southgate; and
3. **That** this by-law shall come into force and effect upon the final passing hereof.

Read a first, second, and third time and finally passed this 2nd day of June, 2021.

John Woodbury – Mayor

Lindsey Green – Clerk

**PURCHASE AND SALE AGREEMENT
(hereinafter called the “PSA”)**

THIS AGREEMENT made as of the 2nd day of June, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;

and

JACOB AND GETRUDA JANZEN

hereinafter called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A”, which Property is to be severed as per the terms of this PSA;

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price calculated at Twenty-One Thousand, One Hundred and Fifteen Dollars (\$21,115.00) to the Vendor. In addition to the Purchase Price, the Purchaser shall be required to pay plus the cost of the opinion of value or appraisal of the Property, a survey, if required, any legal costs and disbursements, and all other costs of the Vendor relating to this transaction (“Municipal Expenses”). The Municipal Expenses shall be in addition to any other amounts, including the Purchase Price and HST (if applicable), to be paid by the Purchaser or Closing. The Purchase Price shall be paid as follows:
 - a) Ten Thousand Dollars (\$10,000.00) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and

- b) The balance of the Purchase Price subject to adjustments and taxes, if any, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

SECTION II PURCHASE OF PROPERTY

2. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the 28th day of May, 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.

3. Completion Date

The closing of this transaction be completed no later than 5:00 p.m. on the 11th day of June, 2021 (the “Completion Date”) at which time possession of the Property in “asis, where is” condition shall be given to the Purchaser.

4. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

5. Documents, Reports and Information

- a) The Vendor will only produce and deliver to the Purchaser any documents, reports or information in its possession in respect to the Property. The Purchaser agrees to return all of the above documentation to the Vendor if this transaction is not completed. 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.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

- 6. This Agreement is conditional upon the Vendor completing all processes required by applicable legislation, including legislation of the Vendor, in order to convey the property. Such processes shall include adoption of a by-law to authorize the transfer and the closing of the Property as a highway. If such processes are not completed, or this Offer to Purchase is not accepted by Council, this Offer to Purchase shall be at an end and neither party shall be under any liability to the other and the deposit shall be returned to the Purchaser without interest or deduction. The Purchaser acknowledges that receipt of the Order to Purchase by the Vendor shall not prejudice the Vendor’s right to approve or reject the proposed conveyance.

7. “As Is” Condition

- a) The Purchaser acknowledges that they are acquiring the Property in an “as is” condition

and that the Vendor gives no representation or warranties with respect to the Property whatsoever including, but not limited to, the existing physical conditions of this Property, environmental conditions, fitness for any purpose, or the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property.

8. Future Use

It is the Purchaser's responsibility to confirm the Purchaser's intended use of the Property is compliant with current zoning of it or if rezoning is necessary and other compliance requirements. Further, existing water courses or drainage ditches on the Property must be maintained and not altered to impact other landowner's properties.

9. Assignment

a) The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, and the Vendor may require that the proposed assignee or transferee enter into an assumption agreement in a form satisfactory to the Vendor, acting reasonably, requiring the assignee or transferee to be bound by all of the terms and conditions of this Agreement prior to the giving of any consent. In the event of such assignment or upon the Purchaser's transfer of the Property, the Purchaser shall not be relieved of its liabilities and obligations arising under and pursuant to this Agreement.

SECTION IV PRIOR TO COMPLETION DATE

10. Insurance

All buildings on the property and all other things 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 may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

SECTION V COMPLETING THE TRANSACTION

The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of the Vendor.

11. Electronic Registration

a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions

whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the respective 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.

12. Examination of Title

Purchaser shall be allowed until 5:00 p.m. on the 3rd day of June, 2021 (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, and that its intended use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders and deficiency notices affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

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 PSA 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 use of the property. If within the specified times referred to in this paragraph 12 any valid objection to title or to any outstanding work order or deficiency notice is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy or obtain insurance (Title Insurance) in favour of the Purchaser and any mortgagee, (with all related costs at the expense of the Vendor), 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 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, Purchaser shall be conclusively deemed to have accepted Seller's title to the property.

13. Adjustments

- a) The Vendor agrees that the deposit, held by the Vendor shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.

14. Harmonized Sales Tax

If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act (“ETA”), together with a copy of the Buyer’s ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

SECTION VI MISCELLANEOUS

15. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

16. Tender

Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

17. Time of Essence

Time shall be of the essence of this Agreement.

18. Planning Act

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, as amended are complied with.

19. Notices

All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Stutz Brown Self Professional Corporation
269 Broadway
Orangeville, ON L9W 1K8
Contact: Stephen Christie
Email: schristie@sbslaw.ca

Phone #: 519-941-7500
Fax #: 519-941-8381

Solicitor for the Purchaser:

Woods, Clemens, Fletcher & Cronin
Professional Corporation – Law Office
9 Memorial Ave.
Elmira, ON N3B 2Z6
Contact: Mary-Lou Fletcher
Email: mfletcher@woodsclemens.ca
Phone #: 519-669-5101
Fax #: 519-669-5618

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first business day following the date it was delivered or marked mailed out.

20. Successors and Assigns

- a) This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

21. Schedules

- a) The following Schedules shall form an integral part of this Agreement:
 - Schedule “A” Description of Property

22. Counterparts

- a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

23. Severability

- a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

JACOB AND GETRUDA JANZEN

Per: _____
Name: Jacob Janzen
Title: Owner

Per: _____
Name: Getruda Janzen
Title: Owner

We have the authority to bind this sale.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Per: _____
Name: John Woodbury
Title: Mayor

Per: _____
Name: Lindsey Green
Title: Clerk

**We have the authority to bind The
Corporation of the Township of Southgate**

**Schedule “A” to
Description of Property
Proposed to be Sold to Jacob and Getruda Janzen**

All and singular that certain parcel of land located within the Province of Ontario, County of Grey,
Township of Southgate

All of the Original Road Allowance Between Lots 25 and 26, Concession 4, Geographic Township of
Egremont, in the Township of Southgate, County of Grey; being **Part 1 on Plan 16R-11515, Part of
PIN 37285-0055**

PLAN OF SURVEY OF
ALL OF THE ORIGINAL ROAD ALLOWANCE
LOTS 25 AND 26, CONCESSION 4
(GEOGRAPHIC TOWNSHIP OF EGREMONT)
TOWNSHIP OF SOUTHGATE
COUNTY OF GREY

Scale 1 : 1,000

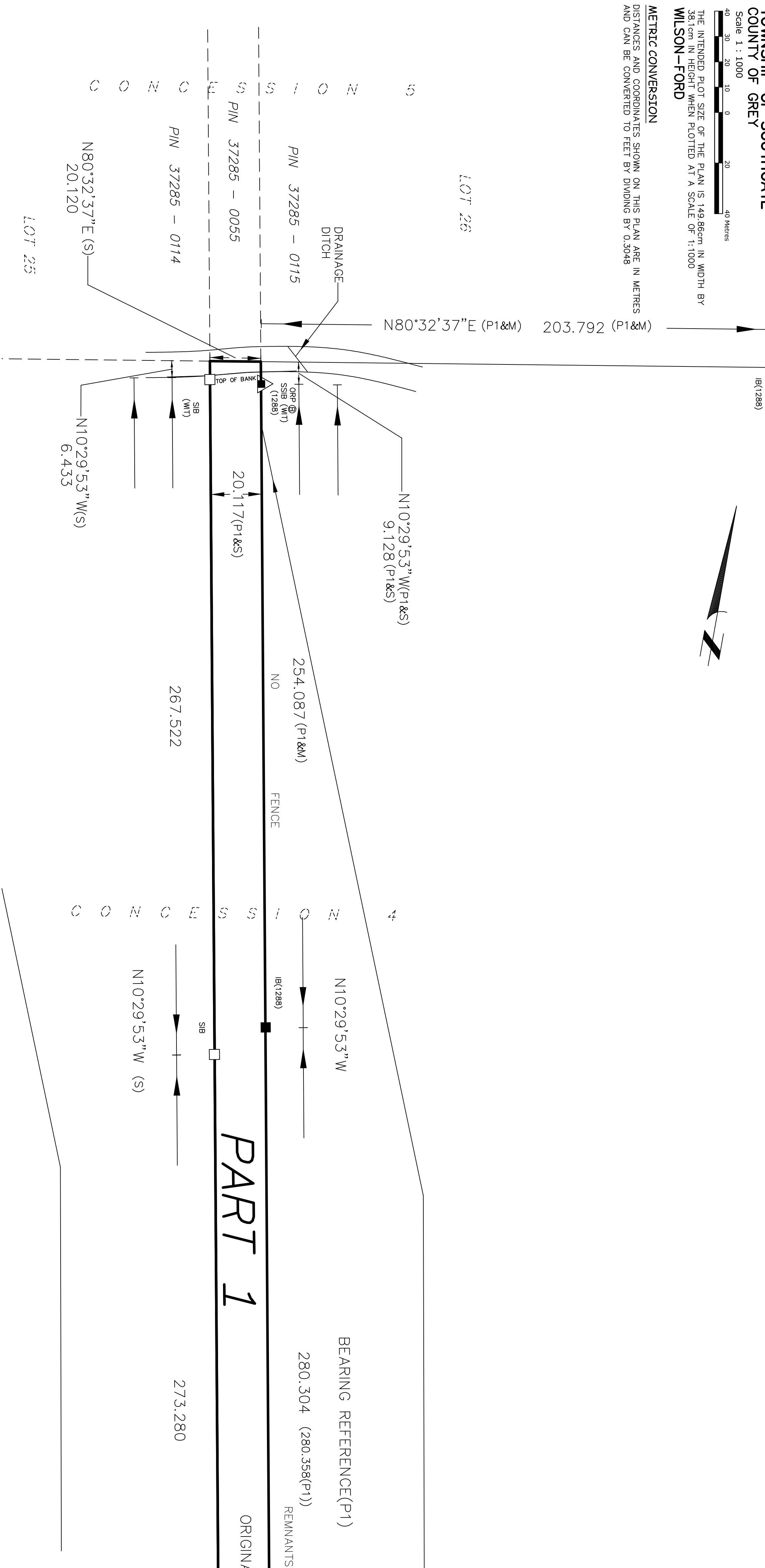
40 30 20 10 0 20 40 Metres

THE INTENDED PLOT SIZE OF THE PLAN IS 14986cm IN WIDTH BY 381cm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:1,000

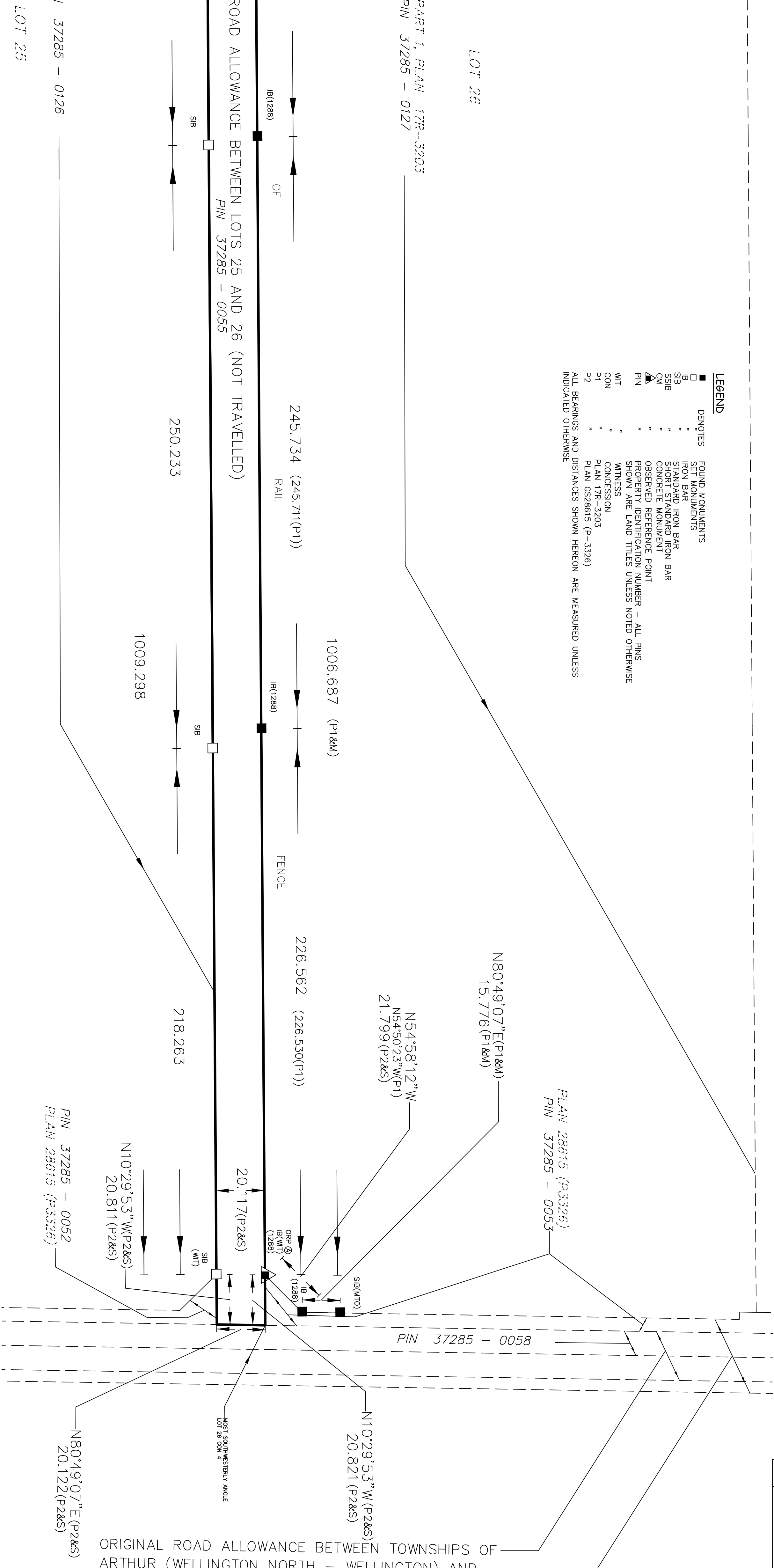
WILSON—FORD

METRIC CONVERSION

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



- LEGEND**
- DENOTES FOUND MONUMENTS
 - SET MONUMENTS
 - IRON BAR
 - STANDARD IRON BAR
 - SHORT STANDARD IRON BAR
 - CONCRETE MONUMENT
 - CONCRETE MONUMENT
 - PROPERTY IDENTIFICATION POINT
 - PROPERTY IDENTIFICATION POINT
 - SHOWN ARE LAND TITLES UNLESS NOTED OTHERWISE
 - WITNESS
 - CONCESSION
 - PLAN 17R-3203
 - PLAN 52R615 (P-3326)
 - ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS INDICATED OTHERWISE



PART	LOT	PIN
1	ALL OF THE ORIGINAL ROAD ALLOWANCE BETWEEN LOTS 25 AND 26, CONCESSION 4	PART OF 37285-0055

PLAN 16R-11515

Received and deposited

March 1st, 2021

John Laporte

Representative for the

Land Registrar for the

Land Titles Division of

Grey (No.16)

BEARING NOTE

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS A AND B BY REAL TIME NETWORK (RTN) OBSERVATIONS, UTM ZONE 17, NAD83 (CSRS) (2010).

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE USED:

PLAN	ROTATION
P1	023223° CCW

DISTANCES ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.999545.

OBSERVED REFERENCE POINTS (ORP'S) DERIVED FROM GPS OBSERVATIONS USING THE TOPNET NETWORK (RTN), UTM ZONE 17, NAD83 (CSRS)(2010)			
COORDINATES TO URBAN ACCURACY PER SEC. 12(2) OF O. REG. 216/10.			
POINT ID	NORTHING	EASTING	
ORP (A)	4 871 498.29	532 693.26	
ORP (B)	4 872 487.60	532 509.93	
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.			

SURVEYOR'S CERTIFICATE

I CERTIFY THAT :

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM;

2. THE SURVEY WAS COMPLETED ON THE 18TH DAY OF DECEMBER, 2020.

11 FEBRUARY, 2021

DATE

GREGG FORD, P. Eng (CIVIL)

ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATES TO A.O.S.

PLAN SUBMISSION FORM NUMBER 2151641

WILSON - FORD

Surveying & Engineering

120 KING ST. E., Box 294

MOUNT FOREST ON, N0G 2L0

PHONE (519)323-2451

PROJECT No.: 21-9357 TWP SOUTHGATE