

The Corporation of the Township of Southgate

By-law Number 2024-035

being a by-law to authorize a purchase and sale agreement between
Gregory and Margot Ford and 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 Gregory and Margot Ford.

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 Gregory and Margot Ford 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, in substantially the same form as the agreement attached hereto as Schedule "A", on behalf of the Council of the Corporation of the Township of Southgate and all other documents as may be necessary to give effect thereto; 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 3rd day of April, 2024.

Brian Milne – Mayor

Lindsey Green – Clerk

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

THIS AGREEMENT made as of the 3 day of April, 2024.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

hereinafter called the “Vendor” of the FIRST PART;and

GREGORY FORD AND MARGOT FORD

hereinafter collectively called the “Purchaser” of the SECOND PART;

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” of this agreement (the “Property”).

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 of Ten Thousand Dollars (\$10,000.00) to the Vendor. The Purchase Price shall be paid as follows:
 - a) One Thousand Dollars (\$1,000.00) (**a minimum of 10% of the purchase price**) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held as a deposit 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 or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

SECTION II PURCHASE OF PROPERTY

2. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until the XX, day of XX, 2024, after which time, if not accepted, this offer shall be null, and void and the deposit shall be returned to the Purchaser in full without interest.

3. Completion Date

The closing of this transaction be completed no later than 5:00 p.m. on the XX, day of XX, 2024, (the "Completion Date") at which time possession of the Property in "as is, where is" condition shall be given to the Purchaser. The Vendor shall be entitled to extend the closing date by up to sixty (60) days by giving written notice to the Purchaser or its solicitor.

4. Council Approval

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

Purchaser 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 Vendor.

SECTION III CONDITIONS, REPRESENTATIONS AND WARRANTIES

6. "As Is" Condition

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.

7. Zoning of the Property

This agreement is conditional upon the Purchaser filing an application to rezone the Property from open space zoning to residential zoning. The Vendor hereby appoints the Purchaser as its agent during the term of this agreement to apply for this rezoning of the Property. If rezoning the Property in accordance with this paragraph cannot be concluded with the Vendor prior to the Completion Date, this agreement 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.

8. Future Use

It is the Purchaser's responsibility to confirm that 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

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, which may be refused at the Vendor's sole discretion.

SECTION IV PRIOR TO COMPLETION DATE

10. Purchaser May Inspect the Property

- a) Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of the Offer there shall be a binding agreement of purchase and sale between the Purchaser and Vendor (subject to any conditions as may be set out herein this Agreement).
- b) The Purchaser shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Vendor. The Vendor agrees to provide access to the property for the purpose of this inspection.

11. Insurance

All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the 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.

12. Electronic Registration

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 registrable 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 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.

13. Title

Purchaser shall accept title to the Property on an as is basis and without limiting the generality of the foregoing, the Purchaser specifically accepts title subject to (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; (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. Save as to any valid objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

14. Adjustments

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.

15. Harmonized Sales Tax

This sale of real property is subject to Harmonized Sales Tax (HST), which shall be in addition to the Purchase Price. The Vendor will not collect HST if the Purchaser provides to the Vendor a warranty that the Purchaser is registered under the Excise Tax Act ("ETA"), together with a copy of the Purchaser's ETA registration, a warranty that the purchaser shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Vendor in respect of any HST payable.

SECTION VI MISCELLANEOUS

16. Entire Agreement

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

17. 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.

18. Time of Essence

Time shall be of the essence of this Agreement.

19. 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.

20. 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:

Solicitor 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:

Lorne Campbell
Barrister & Solicitor
994 Country Club Cres.
London ON N6C 5S1
Email: lawyerlorne@yahoo.ca
Phone - 519-668-0080
Fax- 519-668-0081

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 businessday following the date it was delivered or marked mailed out.

21. Successors and Assigns

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

22. Schedules

The following Schedules shall form an integral part of this Agreement:

- a) Schedule "A" Description of Property

23. 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.

24. Severability

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.

GREGORY AND MARGOT FORD

Witness

Gregory Ford

Witness

Margot Ford

We have the authority to bind this sale.

**THE CORPORATION OF THE
TOWNSHIP OF SOUTHGATE**

Witness

Per: _____
Name: **Brian Milne**
Title: **Mayor**

Witness

Per: _____
Name: **Lindsey Green**
Title: **Clerk**

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

Schedule “A”
Description of Property

All and singular that certain parcel of land located within the Province of Ontario, County of Grey, Township of Southgate, identified as Part of Block 40, Plan 16M5, being Part 1, 16R-11941, Township of Southgate, [Part of PIN 37288-0023].