

The Corporation of the Town of Tecumseh

By-Law Number 2023-039

Being a by-law to authorize the execution of an Agreement between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre.

Whereas the non-profit corporation known as Maidstone Recreation Centre (MRC) is the owner of the lands and premises municipally known as 10720 County Road 34 and legally described as PT LT 295 Con. NTR Sandwich East as in R1519626; Tecumseh (PIN 75232-0124) (the "Lands");

And whereas The Corporation of the Town of Tecumseh (the "Town") is interested in purchasing the Lands herein described;

And whereas the Town and MRC are desirous of entering into an Agreement of Purchase and Sale with respect to the Lands;

And whereas under Section 5 of the Municipal Act 2001, S.O. 2001 c.25, the powers of a municipality shall be exercised by its Council by by-law.

Now Therefore the Council of The Corporation of The Town of Tecumseh enacts as follows:

1. **That** the Mayor and the Clerk be and they are hereby authorized and empowered on behalf of The Corporation of the Town of Tecumseh, to execute an Agreement of Purchase and Sale (Agreement) between the Corporation of the Town of Tecumseh and Maidstone Recreation Centre, a copy of which Agreement is attached hereto and forms part of this by-law and to do such further and other acts which may be necessary to implement the said Agreement.
2. **That** this by-law shall come into full force and take effect on the date of the third and final reading thereof.

Read a first, second, third time and finally passed this 14th day of March, 2023.

Gary McNamara, Mayor

Robert Auger, Clerk

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

PURCHASER: THE CORPORATION OF THE TOWN OF TECUMSEH agrees to purchase from
(Full legal name of all Purchasers)

VENDOR: MAIDSTONE RECREATION CENTRE the following
(Full legal name of all Vendors)

REAL PROPERTY:
Address: 10720 County Road 34 fronting on the north side of County Road 34
in the Town of Tecumseh, Geographic Town of Maidstone and having a frontage of more or less by a
depth of more or less and legally described as PT LT 295 CON NTR SANDWICH EAST AS IN
R1519626; TECUMSEH (PIN 75232-0124)
(Legal description of land including easements)

PURCHASE PRICE: ONE Dollar (CDN\$ 1.00)
DEPOSIT: Purchaser submits () Dollars (CDN\$)
(herewith/upon acceptance)

cash or negotiable cheque payable to to be held in trust pending the completion or other termination
of this Agreement and to credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

**PURCHASER AGREES TO PAY THE BALANCE OF THE PURCHASE PRICE DUE ON CLOSING IN CASH OR BY
CERTIFIED CHEQUE SUBJECT TO THE USUAL ADJUSTMENTS**

SCHEDULE(S) "A", "B", and "C" attached hereto form(s) part of this
Agreement.

1. **CHATELS INCLUDED:** See Schedule "B"

2. **FIXTURES EXCLUDED:** N/A

3. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to
assume the rental contract(s), if assumable HOT WATER TANK, IF RENTED

4. **IRREVOCABILITY:** This Offer shall be irrevocable by until 5:00 p.m. on the day of
(Vendor/Purchaser)
 , 2022 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.

5. **COMPLETION DATE:** This agreement shall be completed by no later than 6:00 p.m. on the 3rd day of April, 2023
Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this
Agreement.

6. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to
(included in/in addition to)
the Purchase Price. The Vendor will not collect H.S.T. 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 H.S.T. payable and file the prescribed form and shall indemnify the Vendor in respect
of any H.S.T. payable. The foregoing warranties shall not merge but shall survive the completion of the transaction.

7. **TITLE SEARCH:** Purchaser shall be allowed until 6:00 p.m. on the 14th day prior to the Completion Date. (Requisition
Date) to examine the title to the property at his own expense and until the earlier of: (I) thirty 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 days prior
to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its
present use (Institutional) may be lawfully continued and that the principal building may be insured against risk of
fire. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all
outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this
regard as Purchaser may reasonably require.

8. **FUTURE USE:** Vendor and Purchaser agree that there is no 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 provided for in this agreement.

9. **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 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 that such are 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 7 any valid objection to

title or to any outstanding work order of deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire 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 end and all monies paid shall be returned without interest or deduction and Vendor, Listing Broker and Co-operating Broker 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.

10. DOCUMENTS AND DISCHARGE: 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. If requested by Purchaser, Vendor will deliver any sketch or survey or the property within Vendor's control to Purchaser 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 on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor'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 Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

11. INSPECTION: Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

12. 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 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 is taking back a Charge/Mortgage, or Purchaser assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

13. 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 by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by completion.

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

15. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable 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 a statutory declaration that Vendor is not then a non-resident of Canada.

16. 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.

17. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing of completing of any matter provided that the time for doing of completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser 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 Vendor or Purchaser 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: 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.

20. UFFI: Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.

21. CONSUMER REPORTS: The purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transactions.

22. 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 Purchaser 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.

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

24. **E-REG CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser 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, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, 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 form of which is as 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.

DATED at _____ this _____ day of _____, 2022

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

The Corporation of the Town of Tecumseh

DATE: _____

(Witness)

Paul Anthony, Director Community and Recreation Services
"I have authority to bind the Corporation"
(Purchaser)

DATED at _____ this _____ day of _____, 2022

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

Maidstone Recreation Centre

DATE: _____

DATE: _____
(Witness)

Jim Croft, President
"I have authority to bind the Corporation"
(Vendor)

(Vendor)

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties _____ a.m./p.m. this _____ day of _____, 202_____.

(Signature of Vendor or Purchaser)

ACKNOWLEDGMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

Date: _____
(Purchaser)

Date: _____
(Purchaser)

Address for Service: _____
(Phone #) _____

Purchaser's Lawyer: Edwin C. Hooker
Wolf Hooker Professional Corporation
Address for Service: 72 Talbot St. N., Essex, On N8M 1A2
519-776-4244 519-776-7277
(Tel. No.) (Fax No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer

Date: _____
(Vendor)

Date: _____
(Vendor)

Address for Service: _____
(Phone #) _____

Vendor's Lawyer: Joseph A. Byrne

Address for Service: 14 Centre St, Essex, ON N8M 1N9
519-776-7349 519-
(Tel. No.) (Fax No.)

SCHEDULE “A”
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

1. The balance of the Purchase Price, subject to adjustments as herein set out, shall be paid to the Vendor 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.

2. This Agreement is conditional on Vendor and Purchaser executing a Facilities Use Agreement (on terms satisfactory to both parties) to allow the Vendor to continue to use the Real Property in its ordinary course for a term to be set out in said Facilities Use Agreement that contemplates the Vendor maintaining insurance and appropriate indemnification of the Purchaser. This condition is included for the benefit of the Vendor and may be waived at the Vendor’s sole option by notice in writing to the Purchaser at any time prior to or on the Completion Date. In the event that the Vendor elects to waive this condition, and the parties do not execute a Facilities Use Agreement, then Vendor shall provide vacant possession of the Real Property on the Completion Date.

3. The obligation of the Vendor to complete the sale of the Property shall be subject to the Vendor obtaining, satisfactory to it in its sole discretion, the fulfillment or satisfaction of or compliance with the following conditions:
 - (a) The Vendor having the opportunity to consult an accountant to confirm the tax implications of the sale contemplated in this Agreement. These conditions are inserted solely for the benefit of the Vendor and may be waived by the Vendor at or prior to the 30th day following acceptance of this Agreement. In the event that these conditions are not fulfilled, waived or complied with at or prior to the 30th day following acceptance of this Agreement, this offer is of no force and effect and all money theretofore paid shall be returned without interest or deduction.

4. The Purchaser agrees and covenants to pay Vendor’s solicitor’s reasonable legal fees and the applicable ordinarily incurred administrative fees and disbursements for the transfer of the Real Property contemplated in this Agreement plus applicable H.S.T. in each instance. The Purchaser further agrees and covenants to pay for the drafting of the Facilities Use Agreement mentioned in paragraph 2 above, as well as Vendor’s solicitor’s reasonable legal fees for the review of same. The Purchaser further agrees and covenants to pay for the cost of confirming the tax implications of the sale as set out in paragraph 3 above.

5. The Purchaser covenants and agrees that the Property shall be subject to, and governed by the following restrictions:
 - a) The Purchaser will respect the intent of the vendor and shall take every reasonable effort to maintain the property as a community centre that offers social, athletic and recreational activities for the benefit of Maidstone and surrounding area.

 - b) The Purchaser shall not sell or transfer the Property for a period of 50 years from the Completion date unless, despite having taken every reasonable effort to maintain the Property as the vendor intended, the Property is required to more effectively provide public service to the Maidstone hamlet. In such case, the Purchaser will relocate the recreation centre, at their expense, within the Maidstone hamlet subject to the terms of a facilities agreement to be mutually agreed upon in respect of such relocation.

6. The parties agree that no announcement with respect to this agreement will be made by any party prior to closing without the prior written approval of the other parties. The foregoing will not apply to any announcement by any party required in order to comply with laws pertaining to timely disclosure, provided that such party notifies the other parties before making any such announcement.

7. This offer or any counter-offer may be executed in counterparts by Telefax, electronically scanned copy or similar system reproducing the original with necessary signatures and initials, each of which so executed shall be deemed to be an original, such counterparts together shall constitute on and the same instrument and shall be binding on all parties.

Vendor’s Initial

Purchaser’s Initial

SCHEDULE "B"
AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

List of Chattels Included: