



CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2816

**A BY-LAW TO ENTER INTO A PURCHASE AGREEMENT
WITH BRIEF ASSOCIATES LIMITED**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this Act;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(1) states that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 8(2) states that in the event of ambiguity, the ambiguity shall be resolved so as to include, rather than exclude, municipal powers that existed before the Municipal Act, 2001 came into force;

AND WHEREAS the Council of the Township of Augusta wishes to enter into a purchase agreement with Brief Associates Limited for lands described as:

Part of Lot 31, Concession 7
Township of Augusta, County of Grenville
being Part 1 on Plan 15R-7806
and being all of PIN 68175-0086 (LT)

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows:

1. That the Corporation of the Township of Augusta purchase from Brief Associates Limited the land described herein;
2. The Reeve and CAO are hereby authorized to sign the agreement on behalf of the Corporation of the Township of Augusta.

READ a first and second time this 8th day of March, 2010.

READ a third time and passed this 8th day of March, 2010.


REEVE


CLERK

AGREEMENT OF PURCHASE AND SALE

PURCHASER: The Corporation of the Township of Augusta agrees to purchase from

VENDOR: Brief & Associates Limited, as trustee in bankruptcy for Robert Mitchell Baker the following

REAL PROPERTY:

Address: R. R. #1, North Augusta, Ontario and being legally described as Part Lot 31, Concession 7, Township of Augusta, County of Grenville, being Part 1 on Reference Plan 15R7806, being all of PIN 68175-0086 (LT) (the "property")

PURCHASE PRICE: Three Thousand Dollars (CDN\$ 3,000.00)

DEPOSIT: One Hundred Dollars (CDN\$ 100.00)

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

The Purchaser agrees to pay the balance of the purchase price, by bank draft or certified cheque to the Vendor on the completion of the transaction. This transaction is not subject to adjustments. Further the Purchaser confirms that they will waive all tax arrears, including interest, up to and including the date of closing with respect to this land.

The Purchaser acknowledges that they are purchasing the above real property "as is" and "where is" and is aware of any environmental concerns on the property.

The Purchase and the Vendor acknowledge that if the registered mortgage(s) currently registered on title to the subject property cannot be discharged at a nominal cost to the Trustee then the transaction can be terminated at the Trustee's discretion, and the deposit shall be returned to the Purchaser without any interest or penalty.

The Purchaser and the Vendor acknowledge that fax signatures of this agreement are legally binding, and that this Agreement may be signed in counter parts.

SCHEDULE(S) attached hereto form(s) part of this Agreement.

CHATELS INCLUDED: N/A

FIXTURES EXCLUDED: N/A

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: N/A

IRREVOCABILITY: This Offer shall be irrevocable by the purchaser until 4:30 pm on the 12 day of February, 2010, 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.

COMPLETION DATE: This Agreement shall be completed by no later than 4:30 p.m. on the 12th day of March, 2010. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

GST: If this transaction is subject to Goods and Services Tax (G.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to G.S.T, the Vendor agrees to certify on or before closing, that the transaction is not subject to G.S.T.

TITLE SEARCH: The Purchaser to be allowed until the 5th day of March, 2010 to investigate the title at his own expense, and if within that time he shall furnish the Vendor in writing with any valid objection to the title, or to any outstanding Municipal work orders or deficiency notices affecting the Property, or non compliance with zoning by-laws, or that the present use of the Property may not be lawfully continued, or that the buildings on the Property may not be insured against risk of fire, which the Vendor shall be unable or unwilling to remove or correct, and which the Purchaser will not waive, this Agreement shall, notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser without interest or deduction, and the Vendor and the Agent shall not be liable for any costs or damages. Save as to any valid objection so made within such time, the Purchaser shall be conclusively deemed to have accepted the title of the Vendor to the Property.

TITLE: PROVIDED the title is good and free from all encumbrances, except as aforesaid, and except local rates and minor easements for hydro, gas, telephone or like services to the Property; said title to be examined by the Purchaser at his own expense, and the Purchaser not to call for the production of any title deed, abstract of title, survey, proof or evidence of title, other than those in Vendor's possession or under his control; and provided the same have been complied with, the Purchaser to accept the Property subject to Municipal requirements, including building and zoning by-laws, minor easements as above-mentioned, and to restrictions and covenants that run with the land.

DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the purchaser except such as are in the possession of the Vendor. If requested by the Purchaser, Vendor will deliver any sketch or survey of 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 Trust and 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 existing 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.

that regard.

TENDER: Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

FAMILY LAW ACT: If the Spouse of the Vendor has not executed this Agreement, the Vendor represents and warrants that the completion of this transaction will not contravene the provisions of the Family Law Act, R.S.O. 1990.

UFFI: The Vendor represents and warrants that during the period of his occupancy of the Property and, to the best of his knowledge, prior thereto, no building on the Property has been insulated with urea formaldehyde foam insulation. This warranty shall survive completion of this transaction.

AGREEMENT IN WRITING: If there is a conflict between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict. This Agreement including any Schedules attached hereto, shall constitute the entire Agreement between the 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.

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

Dated at Augusta, Ontario this _____ day of February, 2010

IN WITNESS WHEREOF we have hereunder set OUR hand and seal

SIGNED, SEALED AND DELIVERED
In the presence of:

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The Corporation of the Township of Augusta

(Purchaser)

(Purchaser)

We have authority to bind the corporation

The undersigned vendor hereby accepts the above Offer and its terms, covenant, promise and agree to and with the above-named Purchaser to duly carry out the same on the terms and conditions above mentioned, and _____ hereby accepts the deposit of \$.....

Dated at Toronto, Ontario this _____ day of February, 2010

IN WITNESS WHEREOF _____ have hereunto set _____ hand and seal

SIGNED, SEALED AND DELIVERED
In the Presence of

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Brief & Associates Limited, as trustee in bankruptcy for Robert Mitchell Baker

(Vendor)

(Vendor)

We hereby acknowledge receipt of a signed copy of this accepted Agreement of Purchase and Sale.

We hereby acknowledge receipt of a signed copy of this accepted Agreement of Purchase and Sale

Date
(Vendor)

Date
(Purchaser)

Date
(Vendor)

Date
(Purchaser)

Vendor's Solicitor:

Purchaser's Solicitor: John D. Simpson, Stewart, Corbett
(P) 613-342-4491 & (F) 613-342-8570