

THE CORPORATION OF THE TOWN OF TILLSONBURG

BY-LAW NO. 2284

A BY-LAW to authorize an agreement with the Tillsonburg Tri-County Agricultural Society.

WHEREAS it is deemed necessary and expedient to enter into an agreement with the Tillsonburg Tri-County Agricultural Society with respect to purchase of certain lands and improvements, conditions of sale and terms of future operations of the Society as set out in Offer to Purchase hereto attached and marked as Appendix "A" to this by-law.

BE IT THEREFORE ENACTED by the Council of the Corporation of the Town of Tillsonburg as follows:

1. THAT the Offer of Purchase between the Corporation of the Town of Tillsonburg and the Tillsonburg Tri-County Agricultural Society attached hereto and marked as Appendix "A" to this by-law be and is hereby approved.
2. THAT the Mayor and Clerk are hereby authorized and instructed to execute the Offer to Purchase attached hereto as Appendix "A" on behalf of the Corporation of the Town of Tillsonburg.
3. THAT the Offer to Purchase as outlined in Appendix "A" attached hereto forms part of this by-law.
4. THAT this by-law shall come into force and take effect upon enactment.

READ a FIRST and SECOND TIME this 13th day of November, 1984.

READ a THIRD TIME, PASSED, SIGNED, SEALED and NUMBERED 2284

this day of , 1984.

MAYOR

CLERK

OFFER TO PURCHASE

TO THE TILLSONBURG TRI-COUNTY AGRICULTURAL SOCIETY
~~I/We~~ THE CORPORATION OF THE TOWN OF TILLSONBURG ~~of the~~ ~~XXX~~
~~XXX~~ (as purchaser), hereby agree to and with
THE TILLSONBURG TRI-COUNTY AGRICULTURAL SOCIETY
(as vendor), ~~XXXXXX~~ Agent

- to purchase all and singular the following described property:—
1. Part of Lot 118, Plan 500 (66.7 feet by 200 feet) currently used as a parking lot, located at the south side of the Community Arena and
 2. Lot 121, Plan 500 (103 feet by 133.5 feet) located on the southeast corner of the Community Arena containing the poultry barn and concession both.

at the price or sum of THIRTY-FIVE THOUSAND-----Dollars (\$ 35,000.00)
payable as follows: NIL Dollars (\$)
cash/cheque to the Agent for the Vendor on this date as a deposit to be held by such Agent pending completion or other termination of this Agreement and to be credited on account of purchase money on closing and the Purchaser agrees to pay

the balance due on closing by cash or certified cheque subject to adjustments.

The within Offer to Purchase is subject to the terms and conditions as contained on Schedule "A" attached hereto and forming part of this Offer to Purchase.

PROVIDED the Title is good and free from encumbrance, except local rates, and except as aforesaid; said Title to be examined by me at my own expense, and I am not to call for the production of any Title Deeds or Abstract of Title, Proof or Evidence of Title, or to have furnished any copies thereof, other than those in Vendor's possession or under control,
The Purchaser accepts the property subject to the restrictions and Covenants that run with the land,

The Purchaser to be allowed until closing ~~XXX~~ from the date of acceptance hereof to investigate the Title at its own expense, and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to the Title which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement (notwithstanding any intervening negotiations) shall be null and void and the deposit money returned by the Vendor to the Purchaser without interest and Vendor or Agent shall not be liable for any costs or damages.
This offer to be accepted by the 9th day of November 1984, otherwise to be null and void.
Sale to be completed on or before the 27th day of November 1984, on which date vacant possession of the said premises is to be given me or I am to accept the present Tenancies, if any, and to be entitled to the receipt of the Rents and Profits thereafter.

All buildings and equipment upon the property shall be and remain at the risk of the Vendor until closing. Pending completion of the sale, the Vendor will hold all Insurance policies and the proceeds thereof in Trust for the parties as their interests may appear and in the event of damage to the said premises the Purchaser may either have the proceeds of the Insurance and complete the Purchase, or may CANCEL the Agreement and have all monies paid thereon returned without Interest.

UNEARNED Fire Insurance Premiums, Taxes, Interest, Rentals and all Local Improvements and Water Rates to be apportioned and allowed to date of completion of sale. Deed or Transfer to contain Covenant on part of the Purchaser to pay off any assumed Mortgage, to be executed by Purchaser and prepared at the expense of the Vendor and Mortgage at the expense of the Purchaser. If Vendor is a Trustee, Deed or Transfer is to contain Trustee Covenant only. Mortgage is to be on Vendor's usual long form.
Each party is to pay the costs for registration and taxes on his own documents.

This offer, when accepted, shall with such acceptance constitute a binding contract of purchase and sale, and time shall in all respects be the essence of this agreement. It is agreed that there is no representation, warranty, collateral agreement or condition effecting this agreement or the real property supported hereby, other than as expressed in writing.

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

Whenever the singular or masculine are used in this Offer, they shall mean and include the plural and feminine if the context or the parties hereto so require.

Dated 19..... THE CORPORATION OF THE TOWN OF TILLSONBURG

WITNESS: _____ Purchaser
Mayor _____

I/We hereby accept the above offer and its terms, and covenant, promise and agree to and with the said above-named Purchaser to duly carry out the same on the terms and conditions above mentioned.
THE TILLSONBURG TRI-COUNTY AGRICULTURAL SOCIETY

Dated OCTOBER 24th 1984 _____
WITNESS: _____
Mary Schuderz
PRESIDENT Vendor

_____ Heide Van Kesteren
SECRETARY Vendor

I/We hereby agree with
Agent in consideration of the said Agent having procured the above Offer, dated the _____ day
of 19____, for the purchase of my property, known as

for the sum of _____ Dollars
and to pay to the said agent a commission of _____ per cent, on the sale price of said property, and I/We hereby authorize the said Agent to retain the said commission or any part thereof out of any deposit paid to him by the Purchaser on account of the purchase price.

Dated 19____ Vendor

WITNESS: _____ Vendor

SCHEDULE "A"

This is Schedule "A" and forms part of the Offer to Purchase attached hereto between The Corporation of the Town of Tillsonburg, as Purchaser and The Tillsonburg Tri-County Agricultural Society, as Vendor.

The Parties hereto agree that the following terms and conditions shall form part of the Offer to Purchase and it is hereby agreed that the "Society" hereinafter referred to is The Tillsonburg Tri-County Agricultural Society and the "Town" is The Corporation of the Town of Tillsonburg:

1. The funds from the sale of properties shall be utilized to pay out outstanding indebtedness to a) Canadian Imperial Bank of Commerce \$22,790; b) Town of Tillsonburg \$8,600; and c) sundry payables \$4,610.
2. The Society shall retain ownership of and be responsible for all equipment in the buildings which is used in the normal course of operation of the Society.
3. The Town of Tillsonburg, being the owner of the above lands and buildings shall provide for insurance coverage under their blanket policy.
4. The Society will be permitted to operate within the auspices of the Agricultural Societies Act, as administered by the Agricultural and Horticultural Societies Branch, Ontario Ministry of Agriculture and Food. The Society would consent to allow a representative of the Town to sit on the Board of Directors of the Society.
5. The Society shall be responsible for all maintenance of the buildings including any major repairs or improvements. Any major repairs or improvements are not to be undertaken without the prior approval of the Town.
6. Capital expenditures are not to be undertaken without the prior approval of the Town. Requests for capital improvements should be supported by budgeting details including arrangements for funding by the Society.
7. The Town will assume responsibility for utility payments with the exception of the increased hydro consumption during the annual fair. The Town shall also provide property maintenance, i.e., grass cutting and snow ploughing.
8. The Society receives by this agreement exclusive use of the facilities but this agreement also empowers the Society to continue normal operations which are to include staging of the annual fair, conducting additional events throughout the year and rental of facilities, etc. The Society shall determine rental fees and shall apply such fees as determined appropriate.
9. All funds generated from the normal operation of the Society including rentals shall be retained by the Society for normal operation costs, maintenance and future capital projects.
10. The Society agrees to provide the Town with a copy of their annual audited financial statements along with the operating budget for each year.
11. The Society acknowledges that any buildings situate on lands and premises now owned by the Town are in fact legally owned by the Town. The Town agrees to lease the following buildings to the Society at the price of \$1.00 per year for the exclusive use of and by the Society as long as the Society remains in its present form or in an altered form acceptable to the Town:
 - a) The grandstand located on the west side of the race track
 - b) The general office and administration building
 - c) The cattle barn
 - d) The palace
 - e) Bleachers

SCHEDULE "A"

- f) Hydro transformers at south end of grandstand
 - g) Poultry barn
 - h) Concession booth
12. The Town agrees to rent the Community Arena commonly known as the second ice pad during the staging of the annual fair, free of charge for five years if a permanent floor is installed. The same privilege would extend to the Society by the Town for the required parking lots to be determined and the Community Centre Area and the Lions Den for the seven days required in staging the annual fair.
13. The terms of this agreement shall be in effect only for as long as the Society continues to exist in its present form and continues to stage an annual fair. The Society agrees not to assign or sublet the interest created by this agreement.

THE CORPORATION OF THE TOWN OF TILLSONBURG

MAYOR

CLERK

THE TILLSONBURG TRI-COUNTY AGRICULTURAL SOCIETY

PRESIDENT

SECRETARY