

Greater Essex County District School Board

451 Park St. W., P.O. Box 210, Windsor, ON N9A 6K1 · 519-255-3200



VIA REGULAR MAIL AND EMAIL

October 14, 2022

Kevin Fox
Clerk
The Corporation of the Town of Amherstburg
271 Sandwich Street South
Amherstburg, ON N9V 2A5

Email: kfox@amherstburg.ca

Dear Mr. Fox:

Re: **Proposed Disposition of Property by Greater Essex County District School Board (the "Board") — General Amherst High School, Amherstburg, ON**

On October 13, 2015, the Board declared its **General Amherst High School**, located at 130 Sandwich Street S., Amherstburg Ontario N9V 1Z8 and other vacant land used for a parking lot (the "**Property**", a legal description of which are attached hereto as Schedule "A"), as surplus to its needs. At this time, the Board is interested in selling both lots as a single purchase. The sale of real property by a school board is governed by Regulation 444/98 (the "**Regulation**"), made under the *Education Act* (Ontario). The Board is providing you with notice of its desire to sell the Property. In the event you have an interest in acquiring the Property, we recommend that you familiarize yourself with the Regulation.

Included with this letter is a copy of the form of Offer to Purchase (see Schedule B hereto), the Board would be prepared to entertain in respect of the Property. The Property is being sold on an "as is" basis. The Board will not provide any representations or warranties with respect to: the condition of the Property; whether the Property and undertakings thereon comply with any environmental legislation or orders; or, whether the Property is suitable for any specific purpose. Any proposal, expression of interest or offer to acquire the Property is subject to the Board's agreement to the terms thereof and the Board shall be entitled to reject any of same which are not on terms acceptable to the Board.

Section 6 of the Regulation addresses your rights and obligations to submit expressions of interest in and offers for the Property. Please familiarize yourself with the time parameters for doing so. Expressions of interest are to be received within ninety (90) days of the date of this letter. Should you wish to submit an expression of interest or an Offer to Purchase for the Property, please forward it to our legal counsel, Harrison Pensa LLP, Attn: Mr. Scott Spindler, 450 Talbot Street, London, Ontario, N6A 5J6. Should you have

any questions regarding the Property, please contact our legal counsel at the address specified above or by e-mail to sspindler@harrisonpensa.com.

Please note that one of the most significant aspects of the Regulation is that the Board is required to dispose of its surplus properties at fair market value ("**FMV**"). To assist the Board in arriving at its determination of the FMV, the Board retains the services of an AACI (an Accredited Appraiser of the Canadian Institute), who is a member of the Appraisal Institute of Canada, to complete appraisal(s).

We have also enclosed: a colour aerial site map for the Property; and, the site plan and floor plans for the Property.

Please know that, if no expressions of interest or offers are received within the specified periods, the Board shall be entitled to sell all or any portion(s) of the Property in such manner as it determines to be in its interests.

If you do not have an interest in acquiring the Property, the Ministry of Education requires us to provide them with confirmation of same. Accordingly, if you have no interest in acquiring the please provide us with written confirmation of same to the attention of Shelley Armstrong at 451 Park Street West, Windsor ON, N9A 6K1 or by email to shelley.armstrong@publicboard.ca.

Sincerely,

GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

Per: 

Shelley Armstrong, CPA, CA
Superintendent of Business & Treasurer

Copy:

Erin Kelly, Director of Education
Scott Spindler, Harrison Pensa

SCHEDULE A
DESCRIPTION OF PROPERTY

Property Description: Firstly: Plan 7 Lot 1 PT Lots 2 and 3, 12R24659, Parts 1 and 2, Town of Amherstburg

Part Lots 6 to 9 E/S Sandwich Street, PL 6 Designated as Part 3 PL 12R24280, Town of Amherstburg

Floor Plan: Attached
Site Plan: Attached

SCHEDULE B

OFFER TO PURCHASE

VENDOR: The Greater Essex County District School Board (the "**Vendor**")

PURCHASER: _____ (the "**Purchaser**")

REAL PROPERTY:

Municipal Address: 130 SANDWICH STREET S., AMHERSTBURG, ON N9V 1Z8

Legal

Description: _____

(the "**Property**")

1. **SALE OF PROPERTY:** The Purchaser hereby offers to buy the Property from the Vendor in accordance with the terms and conditions as set out in this Offer to Purchase (hereinafter referred to as the "Agreement").
2. **PURCHASE PRICE:** The purchase price (the "**Purchase Price**") shall be _____ DOLLARS CDN (\$ _____) payable as follows:
 - a) a deposit equal to TEN (10%) of the Purchase Price payable by way of certified cheque or bank draft on the date hereof as a deposit payable to the Vendor's Solicitors, "Harrison Pensa, In Trust"; and
 - b) the balance of the Purchase Price, subject to adjustments, payable by certified cheque on completion of this Agreement.
3. **ADJUSTMENTS:** Local improvements rates, if any, shall constitute the only adjusting items and shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to the Purchaser.
4. **FIXTURES EXCLUDED:** Outdoor playground equipment, if any.
5. **IRREVOCABILITY:** This Agreement shall be irrevocable by the Purchaser until considered by the Trustees of the Vendor at a meeting to be held no later than sixty (60) days following the submission of this Agreement, after which date, if not accepted, this Agreement shall be null and void and the deposit shall be returned to the Purchaser in full, without deduction.

6. **CONDITION IN FAVOUR OF PURCHASER (ENVIRONMENTAL):** The Purchaser shall have a period of sixty (60) days from the date of the Vendor's acceptance of this Agreement to satisfy itself in its sole and absolute discretion as to the soil and environmental condition of the Property. The Purchaser may enter on the Property and have soil and environmental tests conducted using qualified agents or servants. The Purchaser agrees that all such tests shall be conducted using reasonable care and it shall restore the Property to a condition as close as reasonably possible to its condition prior to entry. The Purchaser agrees to indemnify and save harmless the Vendor from and against all claims, demands, costs, including reasonable legal costs, damages, expenses and liabilities whatsoever arising out of its entry on the Property and the conducting of such tests. If the results of the soil tests are not satisfactory to the Purchaser, it shall within the time limit set forth above, deliver written notice to that effect, to the Vendor and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction: failing delivery of such written notice this condition shall be deemed to have been waived by the Purchaser. This condition is inserted for the benefit of the Purchaser and may be waived by it at any time during the time limited period herein.
7. **CONDITION IN FAVOUR OF VENDOR (MINISTER APPROVAL):** The Vendor shall have a period of 180 days from the date of the Vendor's acceptance of this Agreement to obtain the approval of the Minister of Education (Ontario) (the "**Minister**") of the disposition (the "**Disposition**") of the Property contemplated hereby. If the Vendor is not able to obtain the approval of the Minister to the Disposition within the time limit set forth above, it shall deliver written notice to that effect, to the Purchaser and the Agreement shall be terminated and the deposit immediately returned to the Purchaser without interest or deduction. If the Minister provides its approval of the Disposition within the time limit set forth above, the Vendor shall deliver written notice to that effect to the Purchaser. This condition is inserted for the sole benefit of the Vendor.
8. **COMPLETION DATE:** The Agreement shall be completed by no later than 4:30 p.m. EST on the date (the "**Completion Date**") which is twenty (20) days following the satisfaction of the last of the conditions to be satisfied set forth under section 6 and 7 above. Upon completion, vacant possession of the Property shall be given to the Purchaser.
9. **TITLE SEARCH:** The Purchaser shall be allowed until 4:30 p.m. EST on the sixtieth (60th) day after the date of the Vendor's acceptance of this Agreement (the "**Requisition Deadline**") to examine the title to the Property at its own expense and to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property.
10. **NOTICES:** Any notice relating to or provided for in this Agreement shall be in writing.
11. **HST:** The Vendor shall on completion collect, any Harmonized Sales Tax ("HST") exigible on the Purchase Price and shall forthwith remit such HST in accordance with applicable legislation, unless the Purchaser provides to the Vendor evidence

(satisfactory to the Vendor), that the Purchaser: is an HST registrant: shall self-assess and remit all HST payable in connection with the transfer of the Property; and, shall indemnify and save harmless the Vendor from and against any and all HST penalties, costs and/or interest which may become payable by or assessed against the Vendor as a result of any inaccuracy, misstatement or misrepresentation made by the Purchaser in connection with this Agreement.

12. **FUTURE USE:** The Vendor and the Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by the Purchaser is or will be lawful.
13. **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 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 that such have been complied with, or security posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of 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. If prior to Requisition Deadline any valid objection to title or to any outstanding work order or deficiency notice, or that the principal building may not be insured against risk of fire is made in writing to the Vendor and which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and the deposit paid shall be returned without interest or deduction and the Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by the Requisition Deadline and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Property.
14. **"AS IS" CLAUSE:** The Purchaser acknowledges that the Property is being purchased on an "as is" basis. The Purchaser acknowledges that the Vendor has not made, did not make and shall not be required to provide any representations or warranties of any kind with respect to whether the Property and processes and undertakings performed thereon have been and are in compliance with any applicable environmental laws, regulations and orders or whether the Property is suitable for any specific use, including, without limitation, for purposes of any particular construction or development. The Purchaser acknowledges and agrees that the Vendor shall not be liable for any damages of loss whatsoever arising out of or pursuant to any claims in respect of any of the foregoing.

15. **TITLE DOCUMENTS:** The 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 the Vendor.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of the Vendor.
17. **TIME LIMITS:** Time shall in all respects be of the essence hereof; provided that, the time for doing or completing any matter provided for herein may be extended or abridged by an agreement, in writing, signed by the Vendor and the Purchaser or their respective solicitors who may be specifically authorized in that regard.
18. **INSURANCE:** All buildings on the Property and all other items being purchased shall be and remain until completion of the Agreement at the risk of the Vendor. Pending completion, the 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, the Purchaser at its option may either terminate this Agreement and request that the deposit paid forthwith be returned without interest or deduction or request the proceeds of any insurance and complete the purchase contemplated herein. No insurance shall be transferred on the completion of the transaction contemplated herein.
19. **TENDER:** Any tender of documents or money hereunder may be made upon the Vendor or the Purchaser or their respective solicitors on the day set for completion. Money may be tendered by bank draft or certified cheque by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
20. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a solicitor to complete this Agreement, and where the transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O., Chapter L4, and any amendments thereto, the Vendor and the Purchaser acknowledge and agree that the delivery of documents and the release thereof to the Vendor and the Purchaser may, at the solicitor's discretion: (a) not occur contemporaneously with the registration of the Transfer/Deed (and other registerable documentation); and, (b) be subject to conditions whereby the solicitor 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 written agreement between their respective solicitors.
21. **AGREEMENT IN WRITING:** This Agreement shall constitute the entire agreement between the Purchaser and the 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.
22. **NON REGISTRATION:** The Purchaser covenants and agrees that it will not register this Agreement or notice of this Agreement or a caution or any other document

evidencing this Agreement without having the written consent of the Vendor prior to such registration, which consent may be arbitrarily and unreasonably withheld.

SUCCESSORS AND ASSIGNS: The successors and permitted assigns of each of the Purchaser and the Vendor shall be bound by the terms of this Agreement. The Purchaser shall not be permitted to assign this Agreement without the prior written consent of the Vendor, which consent may be arbitrarily or unreasonably withheld.

COUNTERPARTS AND ELECTRONIC TRANSMISSION: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. In addition, this Agreement may be executed either in original, faxed form or other electronic form and the parties adopt any signatures received by facsimile or other means of electronic transmission, as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward the other party an original of the signed copy of this Agreement which was so faxed or electronically transmitted by other means.

DATED this day of _____, 2022

[Insert name of Purchaser]

Name:

Title:

The Greater Essex County District School Board hereby accepts the above Agreement and agrees to complete the sale of the Property on the terms and conditions herein contained.

DATED this day of _____, 2022

**GREATER ESSEX COUNTY DISTRICT SCHOOL
BOARD**

Per

:

Name:

Title:

Per

:

Name:

Title:

VENDOR'S LAWYER:

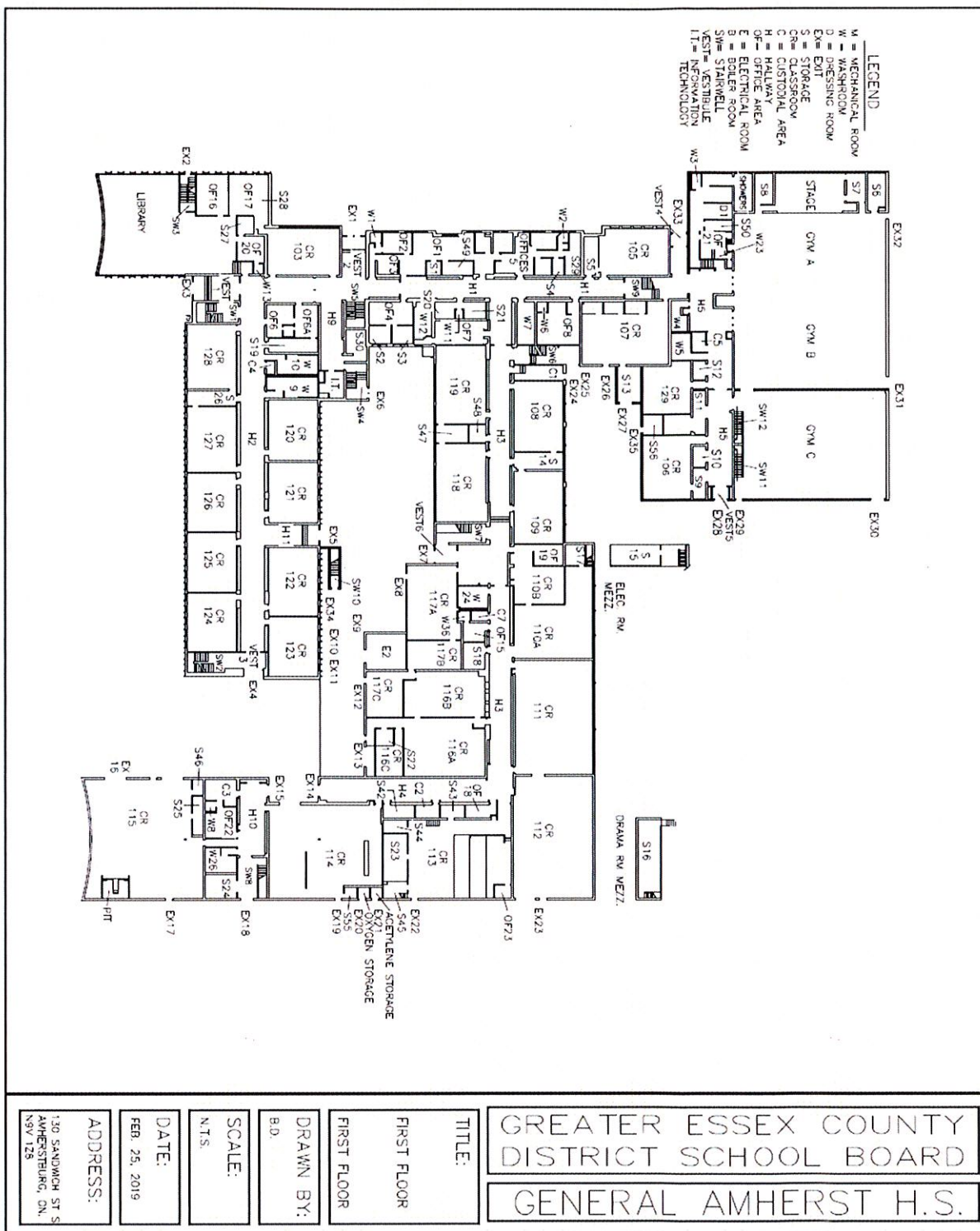
Harrison Pensa LLP, Attention: Scott Spindler
450 Talbot Street, London, ON
N6A 5J6

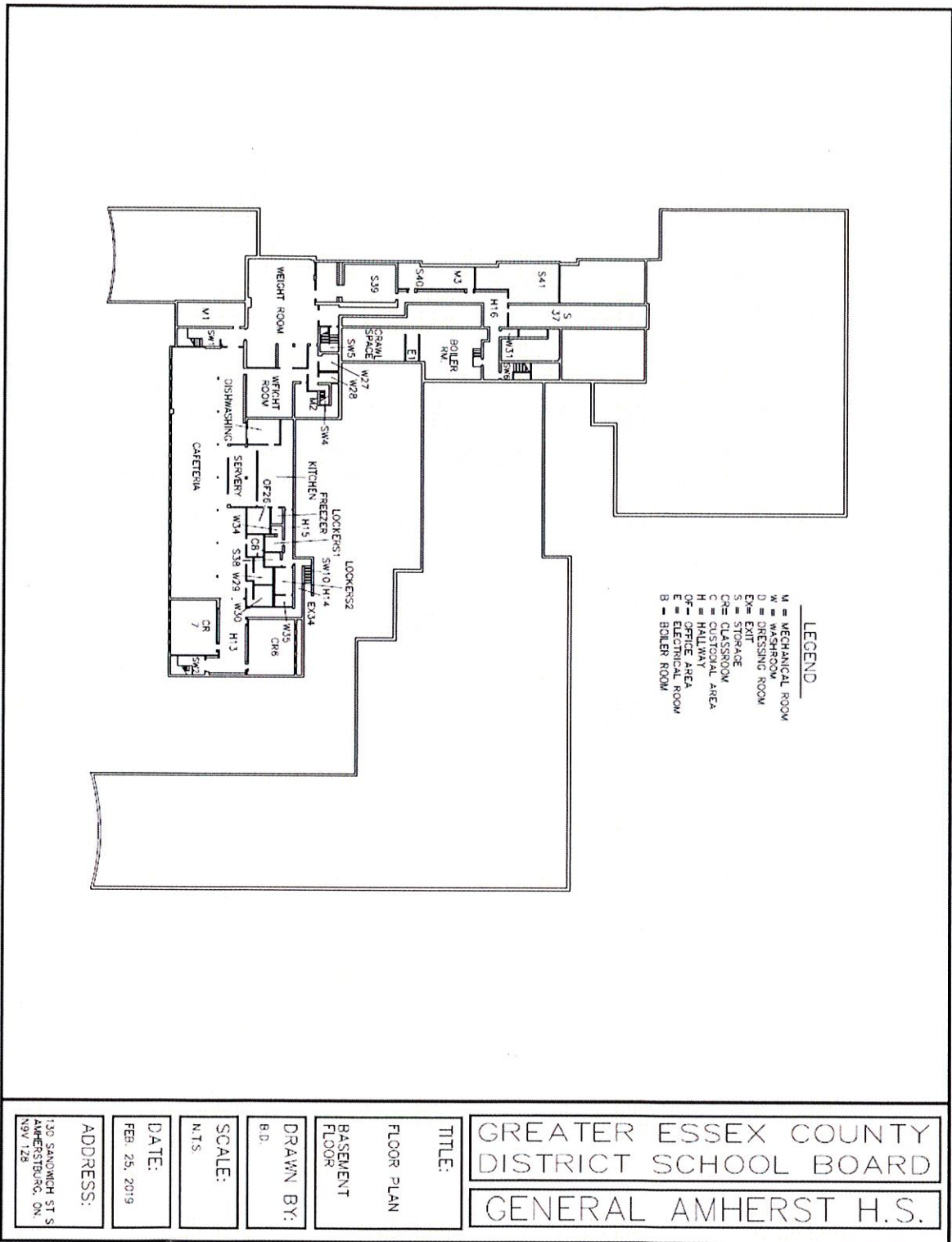
Ph. #519-661-6734 Fax # 519-667-3362

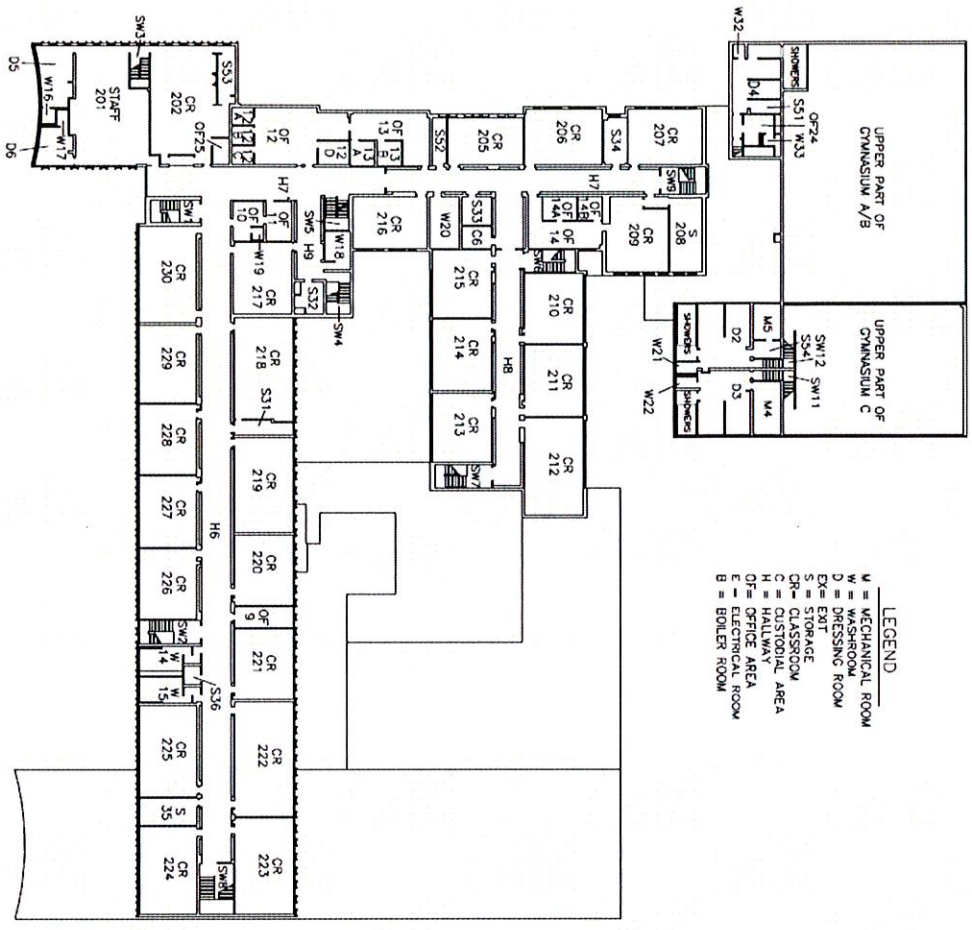
PURCHASER'S LAWYER:



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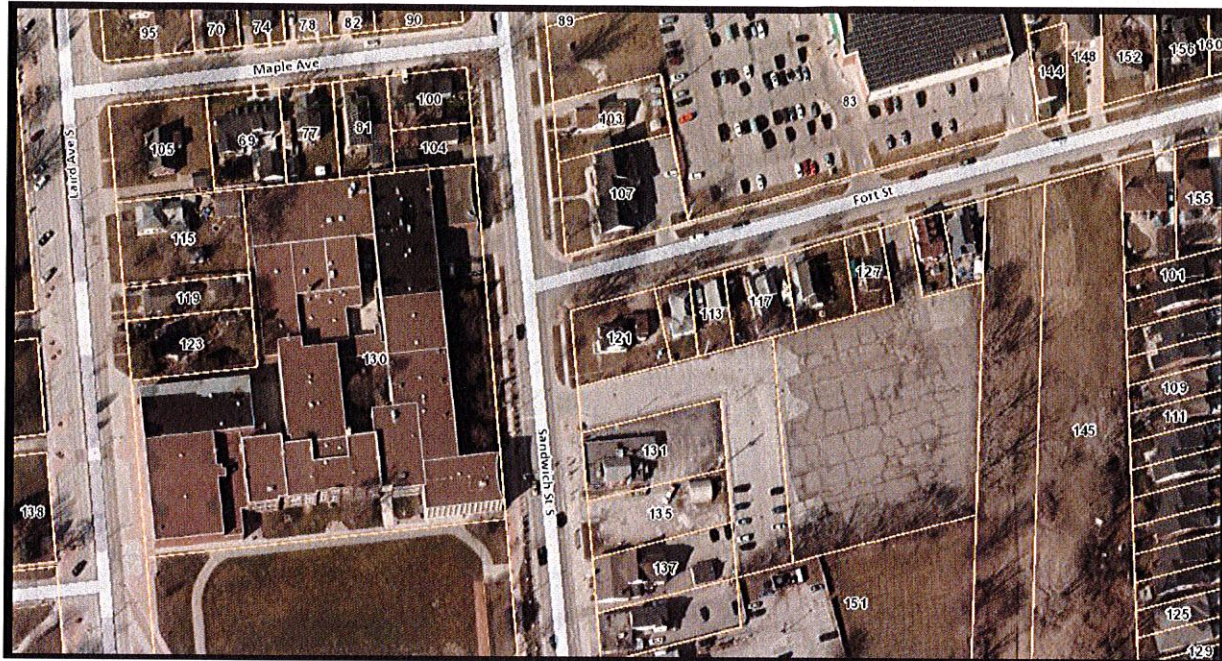


LEGEND
 M = MECHANICAL ROOM
 W = WASHROOM
 D = DRESSING ROOM
 EX = EXIT
 S = STORAGE
 CR = CLASSROOM
 H = HALLWAY
 OF = OFFICE AREA
 E = ELECTRICAL ROOM
 B = BOILER ROOM

GREATER ESSEX COUNTY
 DISTRICT SCHOOL BOARD
 GENERAL AMHERST H.S.

TITLE:
 FLOOR PLAN
 SECOND FLOOR
 DRAWN BY:
 G.R..
 SCALE:
 N.T.S.
 DATE:
 FEBRUARY 2018
 ADDRESS:
 130 SANDWICH ST. S.
 AMHERSTBURG, ON.
 N9V 1Z8

General Amherst High School
130 Sandwich Street S., Amherstburg, ON



Part Lots 6 to 9 E/S Sandwich Street, PL 6 Designated as Part 3 PL 12R24280, Town of Amherstburg

