CORPORATION OF THE TOWN OF RENFREW
BY-LAW NO. 43-2019

Being a by-law to authorize the sale of municipally-owned property

WHEREAS s. 270(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, requires that a municipality shall adopt and maintain a policy with respect to the sale and other disposition of land; and

WHEREAS the Council of the Corporation of the Town of Renfrew have by By-Law No. 3-2012 established procedures with respect to the sale and other disposition of land; and

WHEREAS the Council of the Corporation of the Town of Renfrew provided direction to staff/officers in closed session at its meeting held June 11, 2019, regarding an Agreement of Purchase and Sale with GEM Health Care Group with respect to the sale of a portion of municipally owned lands fronting on Froats Street; and

WHEREAS negotiations have resulted in receipt of an acceptable Agreement of Purchase with GEM Health Care Group; and

WHEREAS the Agreement of Purchase and Sale provides that the offer is conditional upon, but not limited to, the Town successfully removing an existing Right of First Refusal, and the approval, by by-law, of the terms by Town Council.

NOW THEREFORE the Council of the Corporation of the Town of Renfrew hereby enacts:

1. THAT the Mayor and Clerk be and are hereby authorized to execute any documents necessary for the transfer of the aforesaid property to GEM Health Care Group and to affix the corporate seal of the Municipality to the Transfer/Deed of Land and authorized by this by-law to be sold.

More particularly described as follows:

Part Lots 10 and 11, Concession 3, Renfrew, as outlined in Schedules A, A1, and A2 to the Agreement of Purchase and Sale and having a land area of 2.95 acres more or less.

2. THAT the Agreement of Purchase and Sale with GEM Health Care Group shall be attached hereto as Schedule "A" and form part of this by-law as if fully recited herein.

3. THAT this By-law shall come into force and take effect immediately upon the passage thereof.

Read a first and second time this 25th day of June, 2019.

Read a third time and finally passed this 25th day of June, 2019.

[Signatures]
Don Eady, Mayor
Kim R. Bulmer, Clerk
OREA Form Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this 28th day of March 2019.

Buyer: OREM HEALTHCARE GROUP

Seller: THE CORPORATION OF THE TOWN OF BRIENFORD

Real Property:

Address: 1 Park Lane, Renfrew, Ontario

fronting on the north-east side of Park Lane

in the Town of Renfrew

and having a frontage of

and legally described on the Schedule A, A1 and A2.

Purchase Price: $895,000.00

Deposit: Buyer submits $10,000.00

by negotiable order payable to the transfer agent, to trust.

Deposit Holder: the "Deposit Holder" to be held in trust pending completion of the Agreement and in accordance with the Purchase Price on completion.

For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement.

The party to this Agreement hereby acknowledges that unless otherwise provided for in this Agreement, the Deposit Holder shall release the deposit to the Buyer in the Deposit Holder's non-bank trust Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A.

Schedule A:

1. IRREVOCABILITY: This offer shall be irrevocable by the Seller. All offers shall be rejected by 6:00 p.m. on the [date] following written notice from the Seller. If the offer is not accepted by the Seller shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DAY: This Agreement shall be completed by no later than 6:00 p.m. on the [date] of [day] of [month], 2019. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

Initials of Buyer(s): [Signature]

Initials of Seller(s): [Signature]

Form 100 ranked 2019 Page 1 of 2
3. **NOTICE**: The Seller hereby appoints the Buyer (hereinafter as agent) for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Buyer (buyer's Brokerage) has entered into a representation agreement with the Seller, the Buyer hereby authorizes the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be disqualified or authorized to act as agent for either the Buyer or the Seller for the purpose of giving any receiving notices. Any notices relating to the property provided herein shall be in writing. In addition to any provisions contained herein and to any Schedule hereto, the Seller, any co-broker, notice of acceptance thereof or any notices to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Documents") shall be deemed given and received when delivered personally or hand delivered to the address for Service provided to the Acknowledgment below, or when a legible copy of the entire document is provided herein, when transmitted electronically to the telephone number or email address, respectively. In which case, the signature(s) of the party(ies) shall be deemed to be original.

FAX No.1: [Insert Fax Number]  
(Fax delivery to Seller)  
Email Address: [Insert Email Address]  
(Fax delivery to Seller)

FAX No.2: [Insert Fax Number]  
(Fax delivery to Buyer)  
Email Address: [Insert Email Address]  
(Fax delivery to Buyer)

4. **CHASSEAD INCLUDED**: N/A

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

6. **RENTAL ITEMS**: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contracts, if assumable. N/A

7. **HST**: If the sale of the property (Real Property) as described above is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to refrain from or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

Signature of Buyer(s): [Signature]  
Signature of Seller(s): [Signature]
Schedule _B_
Agreement of Purchase and Sale - Commercial

8. The Buyer acknowledges that the Seller is selling the Property to the Buyer for the construction of the Project within the time limit set out below, failing which the Seller shall have the option to re-purchase the Property on the terms and conditions set out below:

a. The Buyer shall commence construction of the Project by the date that is 12 months from the Completion Date and shall complete construction of the Project by the date that is 30 months from the Completion Date, failing which the Seller shall have the option to re-purchase the Property for 90% of the Purchase Price.

b. "Commenced construction" shall mean that a building permit has been issued for the Project and "completed construction" shall mean when an occupancy permit has been issued by the municipality in respect of all or substantially all of the Project.

c. In addition, unless the Buyer has completed construction of the Project, the Buyer shall not sell, transfer or otherwise dispose of the Property within 5 years from the Completion Date in full or in part without first obtaining the consent of the Seller who may give its consent or exercise its option to re-purchase the Property.

d. The parties shall enter into the Seller's standard form of Option to Re-Purchase Agreement on closing to give effect to the foregoing terms and the Buyer agrees that the Option to Re-Purchase Agreement shall be registered on file on closing at the Buyer's expense immediately following the Transfer to the Buyer and prior to any mortgage, charge or other encumbrance.

e. The term of the Option to Re-Purchase Agreement shall be 5 years.
g. any reports, surveys, studies or other similar documents made available to the Buyer from the Seller were provided for the Buyer's information only and cannot be relied upon by the Buyer in the absence of the Buyer obtaining reliance letters from the creators or authors of such documents at the Buyer's expense. The Buyer acknowledges that the Seller does not warrant the accuracy of any such documents and the Buyer relies on same at its own risk. The Buyer should consult its own legal and other professionals for advice on the matters disclosed in any such documents.

B. The Buyer acknowledges that the Seller is selling the Property to the Buyer for the construction of the Project within the time limit set out below, failing which the Seller shall have the option to re-purchase the Property on the terms and conditions set out below:

a. The Buyer shall commence construction of the Project by the date that is 12 months from the Completion Date and shall complete construction of the Project by the date that is 30 months from the Completion Date, failing which the Seller shall have the option to re-purchase the Property for 90% of the Purchase Price.

b. "Commenced construction" shall mean that a building permit has been issued for the Project and "completed construction" shall mean when an occupancy permit has been issued by the municipality in respect of all or substantially all of the Project.

c. In addition, unless the Buyer has completed construction of the Project, the Buyer shall not sell, transfer or otherwise dispose of the Property within 5 years from the Completion Date in full or in part without first obtaining the consent of the Seller who may give its consent or exercise its option to re-purchase the Property.

d. The parties shall enter into the Seller's standard form of Option to Re-Purchase Agreement on closing to give effect to the foregoing terms and the Buyer agrees that the Option to Re-Purchase Agreement shall be registered on title on closing at the Buyer's expense immediately following the Transfer to the Buyer and prior to any mortgage, charge or other encumbrance.

e. The term of the Option to Re-Purchase Agreement shall be 6 years.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):
5. The Seller shall be responsible at the Seller’s expense for the preparation and registration of a reference plan of the Property prior to closing in order to provide a registerable legal description for closing.

6. The Buyer shall grant an easement in favour of the Seller on closing being 10 metres in width across the entire frontage of the Property with respect to the existing sanitary sewer services located there. The easement shall be registered at the Seller’s expense immediately following the Transfer to the Buyer and prior to any mortgage. The Buyer acknowledges that the easement will prohibit the Buyer from building on that part of the Property.

7. The Buyer acknowledges that:

a. It is acquiring the Property on an "as is, where is" basis and must rely entirely upon its own due diligence investigations relating to the Property. Without limiting the foregoing, the Buyer acknowledges that the Seller has not made and there are no representations, warranties, terms, conditions, understandings or collateral agreements, expressed, implied, statutory or otherwise as to the title, condition, fitness for any particular purpose, freedom from contamination by hazardous substances or contaminants, size, extent, quantity, quality, use, zoning, compliance with zoning or other legal requirements, type or value of all or any part of the Property or otherwise affecting all or any part of the Property except as otherwise expressly stated in this Agreement;

b. the Buyer’s development of the Property will be subject to the Seller’s normal site plan approval and building permit approval processes and that the signing of this Agreement and the subsequent closing of the within transaction do not constitute approval of the Buyer’s proposed project;

c. various studies at the cost of the applicant (the Buyer) may be required by the Seller as part of the site plan approval process and that a letter of credit or other security will be required as a condition of site plan approval in an amount to be determined by the Seller in accordance with its standard approval process. It is recommended that the Buyer submit to the Seller a draft design/elevation drawing for its proposed project during its conditional period in order to satisfy itself that there will be no material design or other planning issues with respect to its proposed project;

d. the Buyer is solely responsible for applying for and obtaining any necessary re-zoning or official plan amendment with respect to the Buyer’s intended use of the Property;

e. water and sanitary sewer services run along Froats Street. The Buyer shall be responsible at the Buyer’s expense for connecting to these services, including installing any necessary service laterals;

f. the Property formerly contained a railway spur line and

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): [Signature]

INITIALS OF SELLER(S): [Signature]
Schedule B
Agreement of Purchase and Sale - Commercial

Form 505
Used in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: GEM Healthcare Group

SELLER: Corporation of the Town of Renfrew

for the purchase and sale of Vacant Land, Froats Street, Renfrew

dated the 28th day of March 2018

1. The Buyer shall have until the 30th day following acceptance (the "Due Diligence Date") to satisfy its conditions on Schedule A. Unless the Buyer gives notice in writing delivered to the Seller or the Seller's solicitors no later than 6:00 p.m. on the Due Diligence Date that its conditions are fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction. The conditions on Schedule A are for the sole benefit of the Buyer and may be waived by the Buyer at any time up to 5:00 p.m. on the Due Diligence Date.

2. This Offer is conditional on the Buyer providing the Seller with a detailed description of the Buyer's proposed development of the Property for retirement villas satisfactory to the Seller in the Seller's sole discretion, which description will become the "Project". Unless the Seller gives notice in writing delivered to the Buyer or the Buyer's solicitors no later than 6:00 p.m. on the 16th day following acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is for the sole benefit of the Seller and may be waived by the Seller within the time allowed for the condition.

3. This Offer is conditional on the approval of the terms hereof by the Seller's municipal Council as evidenced by the passing of a by-law at a meeting of Council. Unless the Seller gives notice in writing delivered to the Buyer or the Buyer's solicitors no later than 6:00 p.m. on the 30th day following acceptance that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is a condition precedent and cannot be waived by the Seller.

4. This Offer is conditional on the Seller successfully removing any existing right of first refusal with respect to the Property. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 6:00 p.m. on the 40th day following acceptance, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. The Buyer acknowledges that notice of this Offer, including a copy of this Offer, will be provided to the right of first refusal holder as part of the Seller's efforts to remove the right of first refusal. This is a condition precedent and cannot be waived by either party.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Form 505 Revised 2018 Page 3 of 3
Schedule A  
Agreement of Purchase and Sale.

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, GEM HEALTHCARE GROUP

SELLER, THE CORPORATION OF THE TOWN OF NENEFREW

for the purchase and sale of 5675 Bicestel, Renfrew, Ontario.

DATED the 28th day of March, 2018.

Buyer agrees to pay the balance as follows:

The Seller has the subject of the transaction comprised approximately 3 acres and are part of Roll 47-4-000-020-028-7560-0000 as depicted on Schedule A1 and A2 attached hereto and forming a part hereof and marked by an "X".

Buyer agrees to pay the balance by bank draft or certified cheque subject to the usual adjustments at closing.

The Buyer reserves the right to make inquiries as it deems necessary for the purpose of determining its suitability. The Buyer shall return the funds to the Seller in the event that this transaction does not close.

The Buyer agrees to initiate, complete and execute all surveys, written plans and other amendments as may be required, and the Buyer agrees to pay for said amendments.

This agreement is conditional upon the Buyer satisfying itself as to the suitability of the soil of the subject lands for its intended purpose. The Seller agrees to give the Buyer access to said lands and shall permit it to make such investigations as it deems necessary for the purpose of determining said suitability. The Buyer shall return the funds to the Seller in the event that this transaction does not close.

This agreement is conditional upon the Buyer satisfactory itself as to the suitability of said lands for its intended purpose.

This offer is conditional upon the Buyer securing itself at the due diligence date of the availability of municipal water and sewer services.

The Seller shall deliver to the Buyer upon satisfaction of all other conditions as may be required, all documents in the possession of the Seller in respect to the property.

The Seller acknowledges that the Seller is selling the property to the Buyer for the construction of a building at a building site which is approximately 90 feet from the property line.

This offer is conditional upon the Buyer securing itself at the due diligence date of the availability of the necessary officials of planning and zoning amendments.

The Buyer and the Seller hereby agree that presentation, acceptance, delivery and any waiver or waivers relating to this agreement shall be communicated by electronic mail or other electronic means and understood to be binding upon acceptance and receipt of such communication by the other party.

This form must be initialed by both parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER:  
INITIALS OF SELLER:  

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28. SUCCESSION AND ASSIGNMENT: The heirs, assigns, administrators, successors, and assigns of the undersigned are bound by the terms hereof.

[Signature]

This Agreement is made this 1st day of January, 2020.

[Signature]

APPENDIX A: The undersigned agrees to the above, and further agrees to the following:

[Signature]

This Agreement is made this 1st day of January, 2020.

[Signature]

APPENDIX B: The undersigned agrees to the above, and further agrees to the following:

[Signature]

This Agreement is made this 1st day of January, 2020.

[Signature]
14. INSURANCE: All buildings on the property, and all other things being purchased shall be and remain until completion of the sale of the property, free from all liens and mortgages, and any, and all other charges, claims or encumbrances, which may arise or be caused to be attached to the property. The purchaser shall be responsible for the costs of all such liens and mortgages, which may arise or be caused to be attached to the property, and shall indemnify and hold the seller harmless from and against any and all claims, losses, damages, costs or expenses which may arise or be caused to be attached to the property, as a result of such liens or mortgages.

15. PLANNING ACT: The purchaser shall be responsible for all necessary permits, consents and applications which may be required by the local planning authorities, and shall comply with all applicable laws and regulations.

16. DOCUMENT PREPARATION: The transfer document shall be prepared by the solicitors and shall be submitted to the registrar for registration, and the purchaser shall pay all fees and expenses associated with the transfer.

17. RESIDENCY: The purchaser shall be responsible for all taxes and fees associated with the transfer, and shall comply with all applicable laws and regulations.

18. ADJUSTMENTS: Any costs, charges or expenses, which may be incurred by the purchaser in connection with the transfer, shall be paid by the purchaser, and the seller shall be reimbursed for any such expenses.

19. PROPERTY ASSESSMENT: The purchaser shall be responsible for all property assessments and taxes, and shall comply with all applicable laws and regulations.

20. TIME LIMITS: The purchaser shall be responsible for all time limits and deadlines associated with the transfer, and shall comply with all applicable laws and regulations.

21. TENDER: Any tender of documents or money by the purchaser shall be made to the solicitors, and shall be accompanied by a deposit in the form of a bank draft or certified cheque.

22. FAMILY LAW ACT: The purchaser shall be responsible for all family law matters, and shall comply with all applicable laws and regulations.

23. LAWYER: The seller shall be responsible for all legal matters, and shall comply with all applicable laws and regulations.

24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The purchaser shall be responsible for all legal, accounting and environmental advice, and shall comply with all applicable laws and regulations.

25. CONSUMER ADVICE: The seller shall be responsible for all consumer advice, and shall comply with all applicable laws and regulations.

26. AGREEMENT BY WRITING: This Agreement shall be binding on the parties and shall be enforced in accordance with the applicable laws and regulations.

27. TIME AND DATE: This Agreement shall be effective on the date hereof, and shall be subject to all applicable laws and regulations.
8. **TITLE SEARCH:** Buyer shall be allowed until 9:00 p.m. on the \[date\] \[day\] \[month\], \[year\] to conduct a title search through the title company and shall notify Seller in writing of any objections within ten (10) days after the date on which Buyer has completed its title search. If Buyer fails to notify Seller within the ten-day period, Seller shall be deemed to have made a successful closing.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the sale or future use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the property is good and free from all encumbrances, liens, and encumbrances except as otherwise specifically provided for in this Agreement, and except for any existing recorded easements, agreements and restrictions that are valid and enforceable under applicable law, Buyer shall be entitled to possession of the property after the closing date as provided in this Agreement,

11. **CLOSING ARRANGEMENTS:** Wherever such of the Seller and Buyer desire to execute any of the described agreements or arrangements, and shall be subject to such conditions as may be mutually agreed upon by the parties hereto, the construction of the instrument shall be binding on the parties hereto, and the execution thereof shall be consummated in accordance with the terms and provisions of this Agreement.

12. **DOCUMENTS AND DISCLOSURES:** Buyer shall be entitled to all documents and disclosures regarding the property as may be necessary to effectuate the sale of the property.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that Buyer agrees to accept the property in its present condition.

INITIALS OF BUYER(S) [Signature]

INITIALS OF SELLER(S) [Signature]