CORPORATION OF THE TOWN OF RENFREW

BY-LAW NO. 44-2019

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 April 9, 2019, regarding a Property Purchase Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, with respect to the sale of a portion of municipally owned lands fronting on Whitton Road and adjacent to Highway 17; and

WHEREAS negotiations have resulted in receipt of an acceptable Property Purchase Agreement with the Ministry of Transportation for lands required for the expansion and four-laning of Highway 17.

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 Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario 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 of Lot 8, Concession 4, Geographic Township of Horton, PIN 57291-0074, shown as Part 1 on Ministry Plan P-6090-56 (attached) and deposited in the Land Registry Office as 49R-18329, and having a land area of 0.67 acres more or less.

2. THAT the Property Purchase Agreement with Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario, 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.

Don Eady, Mayor

Kim R. Bulmer, Clerk
PROPERTY PURCHASE AGREEMENT

Well, The Corporation of the Town of Renfrew

Of County of Renfrew

in the Province of Ontario

Hereinafter referred to as "Owner(s)", agree to sell to Her Majesty the Queen in right of the Province of Ontario, represented by the Minister of Transportation for the Province of Ontario (referred to as the "Minister") in fee simple free from all tenancies and encumbrances except as to any registered restrictions or covenants that run with the land provided that such are complied with, my/our land in

Township of Horton
(Township, City, Town, etc.)

Municipality of the County of Renfrew
(County, District, Regional or District Municipality)

being in Part of Lot 8, Concession 4, Geographic Township of Horton, PIN 57291-0074
(LT)

shown as Part(s) 1

on Ministry Plan P-6090-56

deposited in the Land Registry Office as 49R-18329

for the sum of Three Thousand Three Hundred Dollars ($3,300.00).

It is understood and agreed that the Minister will pay reasonable fees for the legal services required by the Owner(s) to complete the transaction.

During construction the Minister agrees to supply and erect a standard highway wire fence on the new property limits. Existing fence to remain the responsibility of the Owner(s) until a new fence is in place and the maintenance and/or replacement of the new fence shall be the responsibility of the Owner(s). The disposal of old fencing material will be the responsibility of the Minister.

The Owner shall provide a copy of the resolution or the bylaw authorizing the execution of this Agreement prior to the Ministry accepting this agreement for execution.

It is acknowledged that the proposed use of and construction on the lands being acquired has been discussed with me/us and the sum set out as the consideration in this agreement includes payment for any reduction in market value of my/our remaining lands, if any, but excludes any physical damages to any remaining lands which may occur during the construction period.

THIS AGREEMENT IS TO REMAIN OPEN FOR ACCEPTANCE BY THE MINISTER OR THE MINISTER’S REPRESENTATIVE UP TO AND INCLUDING August 14, 2019 and may be accepted by a letter delivered or mailed by prepaid registered post addressed to the Owner(s) and deposited in a post office on or before the aforesaid date.

The Minister is to be allowed 30 days from the date of acceptance to examine the title at the expense of the Minister. If within that time any valid objection to title is made to the ADM-S-748
Owner(s) which the Owner(s) is/are unable or unwilling to remove and which the Minister will not waive, the Agreement is void.

THE SALE OF THE PROPERTY IS TO BE COMPLETED ON OR BEFORE September 18, 2019. Upon acceptance of this Agreement by the Minister or the Minister's representative, the Minister shall have an immediate right to enter upon and take possession of the lands without prejudice to the rights herein. Where buildings are located on the real property being purchased by the Minister, VACANT POSSESSION SHALL BE GIVEN ON CLOSING.

Rentals and mortgage interest, if any, and taxes including local improvements are to be adjusted at closing, and utilities and fuels, if any, are to be paid by the Owner(s) up to closing.

Tenant(s):

Mortgagee(s):

All buildings and equipment, if any, on the real property shall be and remain at the risk of the Owner(s) until closing. The Minister does not require assignment(s) of the fire insurance. However, the Owner(s) agree(s) in the event of damage to hold any fire insurance policies or proceeds in trust with the right of the Minister to demand the proceeds and complete the purchase.

Any adjustment of assessment of any remaining lands of the Owner(s) shall be the responsibility of the Owner(s).

This Agreement, when accepted shall constitute a binding Contract of Purchase and Sale.

The Owner(s) covenants(s) and agree(s) to do nothing, after the execution of the Agreement by the Owner(s) and while this Agreement remains in effect, to encumber the property agreed herein to be sold and conveyed.

If in the opinion of the Minister expropriation of the above lands is necessary to clear title or to meet deadlines for the Minister's work, the Minister may acquire the lands by expropriation and the Owner(s) agree(s) that payment of the above sum, together with any services and materials to be provided by the Minister in this Agreement, represents compensation in full for the lands and all entitlements as stated in the Expropriations Act.

This Agreement shall be deemed to have satisfied all Section 25 requirements of the Expropriations Act in the event that the Minister proceeds by way of expropriation as provided for in this Agreement.

Any Deed or Transfer is to be prepared at the expense of the Minister and any tender, pursuant to this Agreement, of documents and/or money may be made upon the Owner(s) or the Owner(s) solicitor, or the Minister, and the money may be tendered by a Province of Ontario negotiable cheque.

I/We acknowledge that this Agreement is not made subject to any promises by any agent of the Minister of Transportation and I/We understand that this Agreement shall not bind the Minister of Transportation until accepted in writing by or on behalf of the Minister of Transportation.

Dated at ________________ day of ________________, 2019

Print Name(s) (and position held if corporation)

Signature(s)

Witness (where executing party is not a corporation)

Seal or Authority To Bind (if corporation)

ADM-S-748