



THE CORPORATION OF THE TOWN OF COBOURG

BY-LAW NUMBER 071-2019

A BY-LAW TO ENTER INTO AN AGREEMENT OF PURCHASE AND SALE BETWEEN HABITAT FOR HUMANITY NORTHUMBERLAND AND THE CORPORATION OF THE TOWN OF COBOURG FOR 600 DAINTRY CRESCENT COBOURG, LEGALLY KNOW AS PART OF LOT 22 &24, CONC. A TOWN OF COBOURG (FORMERLY IN THE TOWNSHIP OF HAMILTON), PT BLOCK P, PL 424, BEING PARTS 40-41, PLAN 39R-3373.

WHEREAS pursuant to Section 9 of the *Municipal Act, 2001 S.O. c. 25* which provides in part that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

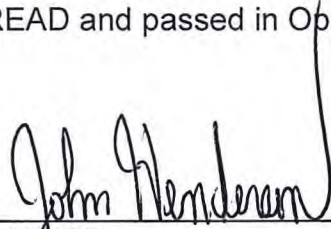
AND WHEREAS pursuant to the General Powers contained in Part II of the *Municipal Act, 2001, S.O., c25*, as amended, (the "Act") the Council of every municipality has the authority to sell land;

AND WHEREAS Council has received an offer to purchase the 890 sq m (9,583 sq ft) in area parcel of land known municipally as 600 Daintry Crescent, Cobourg;

NOW THEREFORE the Municipal Council of the Corporation of the Town of Cobourg enacts as follows:

1. THAT the Agreement of Purchase and Sale between the Corporation of the Town of Cobourg and Habitat for Humanity Northumberland, attached hereto as Schedule "A" be authorized and approved by Council to sell the 890 sq m (9,583 sq ft) in area parcel of land known municipally as 600 Daintry Crescent, Cobourg and legally know as Part of Lot 22 & 24, Conc. A Town of Cobourg (Formerly in the Township of Hamilton), Pt Block P, Pl 424, Being Parts 40-41, Plan 39r-3373.
2. THAT the Mayor and Municipal Clerk are hereby authorized and directed to execute the Agreement of Purchase and Sale including any required extensions or minor amendments to the Agreement of Purchase and Sale an all other necessary or ancillary documentation for the purpose of completing such transaction to carry out the purpose of this by-law.
3. This By-law shall come into force and effect on the day of passing.

READ and passed in Open Council this 23rd day of July, 2018.



MAYOR



MUNICIPAL CLERK

Schedule "A" to By-law No.071-2019

Appendix A

Purchase and Sale Agreement
600 Daintry Crescent, Cobourg

Agreement of Purchase and Sale Commercial

Form 500
for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 5th day of September 2019

BUYER: HABITAT FOR HUMANITY OF NORTHUMBERLAND, agrees to purchase from
(full legal names of all Buyers)

SELLER: THE CORPORATION OF THE TOWN OF COBOURG the following
(full legal names of all Sellers)

REAL PROPERTY:

Address VACANT LAND ON DAINTRY CRESCENT (600 DAINTRY CRESCENT)

Fronting on the _____ side of _____

in the TOWN OF COBOURG

and having a frontage of _____ more or less by a depth of _____ more or less

and legally described as TOWN OF COBOURG (FORMERLY IN THE TOWNSHIP OF HAMILTON), PT BLOCK Q, PL 424

being parts 40-41, Plan 39R-3373 S/T EASEMENT OVER PT 40 39R-3373 AS IN **CB111842** (the property is

legally described as of land including easements not described elsewhere) **BEING PIN 51085-1179(LT)**

PURCHASE PRICE: Dollars (CDN\$) **\$35,000.00**
THIRTY-FIVE THOUSAND DOLLARS Dollars

DEPOSIT: Buyer submits UPON ACCEPTANCE
(in full/with/upon acceptance/as otherwise described in this Agreement)
FIVE THOUSAND Dollars (CDN\$) **\$5,000.00**

by negotiable cheque payable to **SELLER'S SOLICITOR, in trust** Deposit Holder
to be held in trust pending completion or other termination of this Agreement and to be credited toward 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 74 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing 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 attached.

SCHEDULES A, B attached hereto form(s) part of this Agreement.

1. **IRREVOCABLE OFFER:** This offer shall be irrevocable by NM BUYER until **5:00** on OCTOBER (Seller/Buyer) 2019 after which time, if not accepted this offer shall be null and void and the deposit shall be returned to the Buyer in full, without interest.

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the _____ day of See Schedule "A" 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): NM

INITIALS OF SELLER(S): (empty circle)

MM
all

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. ~~Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints 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 appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.~~ Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: **mmacdonald@habitatnorthumberland.ca** Email Address: **blarmer@cobourg.ca**
..... (For delivery of Documents to Seller) (For delivery of Documents to Buyer)

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

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

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

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
N/A
.....
.....
.....

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST: IN ADDITION TO**
The Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S):  INITIALS OF SELLER(S): 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 7th day of prior to closing , 20 [Requisition Date] to examine the title to the property at his own expense and until the earlier of (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy himself that there

are no outstanding work orders or deficiency notices affecting the property, that its present use (**VACANT LAND**) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended 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 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 such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.


12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (c) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- mm*
all
23. UFI: ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- mm*
all
24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE: The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice, and that it has been recommended that the parties obtain independent professional advice prior to signing this document.
- 25. CONSUMER REPORTS:** ~~The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.~~
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy 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 or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

mm

INITIALS OF SELLER(S):

(Empty oval)

28. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms here in SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

HABITAT FOR HUMANITY OF NORTHUMBERLAND

(Witness) [Signature]
 (Witness) [Signature]
 (Buyer/Authorized Signing Officer) [Signature] (Seal) Sept. 6, 2019. (Date)
 (Buyer/Authorized Signing Officer) [Signature] (Seal) Sept. 6/19 (Date)

I, the undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal

THE CORPORATION OF THE TOWN OF COBOURG

(Witness) _____ (Seller/Authorized Signing Officer) (Seal) (Date)
 (Witness) _____ (Seller/Authorized Signing Officer) (Seal) (Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of The Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein

(Witness) _____ (Spouse) _____ (Seal) (Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at _____ this _____ day of _____, 20 _____ (a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage _____ (Tel. No.) _____
 _____ (Salesperson/Broker/Broker-of-Record-Name) _____
 Co-op/Buyer Brokerage _____ (Tel. No.) _____
 _____ (Salesperson/Broker/Broker-of-Record-Name) _____

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer

(Seller) _____ (Date) _____	(Buyer) _____ (Date) _____
(Seller) _____ (Date) _____	(Buyer) _____ (Date) _____
Address for Service _____	Address for Service _____
Seller's Lawyer ROLF RENZ - TEMPLEMANN LLP (Tel. No.) _____	Buyer's Lawyer Alison Lester (Tel. No.) _____
Address 200-205 DUNDAS STREET E, BELLEVILLE ON K8N 5A2	Address 24 Covert St., Cobourg ON
Email rrenz@tmlegal.ca	Email alison@irvinelesterlow.ca
613 966-2620 (Tel. No.)	905-372-8791 (Tel. No.)
613 966-2866 (Fax No.)	_____ (Fax No.)

FOR OFFICE USE ONLY **COMMISSION TRUST AGREEMENT**

I, Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale, in consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS[®] Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS[®] Rules and shall be subject to and governed by the MLS[®] Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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

BUYER: HABITAT FOR HUMANITY OF NORTHUMBERLAND, and

SELLER: THE CORPORATION OF THE TOWN OF COBOURG

for the purchase and sale of **VACANT LAND ON DAINTRY CRESCENT (600 DAINTRY CRESCENT)**

dated the **6th** day of **September**, 20**19**

Buyer agrees to pay the balance as follows:

the Buyer and Seller agree as follows:

- 1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.**
- 2. The Buyer acknowledges receipt of the "Sale of Land Information Package" attached as Schedule "B".**
- 3. The Buyer shall pay all survey costs, and the costs of all zoning amendments and/ or planning amendments or other permits or approvals that may be required for any use of the Property other than present use.**
- 4. The Buyer shall accept title subject to any easements, By-Laws, Subdivision Agreements or other municipal agreements registered on title. Existing easements over Part 40 39R3373 and any other easement required by the Seller will be reserved.**
- 5. The Buyer shall be responsible for any Development Charges, permits, fees or levies chargeable upon development of the Property.**
- 6. (a) This Agreement shall be conditional upon approval of the Agreement by By-Law of the Corporation of the Town of Cobourg. Unless the Seller gives notice in writing to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement or any Schedule thereto not later than 45 days from acceptance of this Agreement that this condition has been fulfilled, this offer shall become null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the period stated herein.**
- (b) This Agreement shall be conditional upon the Buyer satisfying itself that all required permits or approvals for the Buyer's proposed development are available. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement or any**

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

Schedule A

Agreement of Purchase and Sale – Commercial

Form 500

for use in the Province of Ontario

Schedule thereto not later than 90 days from acceptance of this Agreement that this condition has been fulfilled, this Offer shall become null and void and the deposit shall be returned to the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein. The Buyer shall promptly provide to the Seller copies of all reports and results of all audits, investigations and inquiries with respect to the property which the Buyer receives.

7. The Purchaser acknowledges that they have inspected the land to their satisfaction and that the property is sold "as is". They further acknowledge that the Vendor makes no representations whatsoever as to the condition of the property. It shall be understood that the successful bidder has inspected the land to their satisfaction and that the property is therefore, sold "as is". The Corporation of the Town of Cobourg (the "Town") makes no representations whatsoever as to the condition of the property and the environmental matters or the presence of any hazardous materials in the soil or groundwater. All of the foregoing become the sole responsibility of the Purchaser on closing including compliance with all environmental laws, regulations and orders. Any costs associated with inspecting the property shall be borne by the Purchaser.

8. This Agreement shall be completed on that day which is 14 days following fulfillment or waiver of all conditions provided that if the Land Registry Office is not open for business on that day the transaction shall be completed on the next business day following.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):



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SCHEDULE "B"



THE CORPORATION OF THE TOWN OF COBOURG SALE OF LAND INFORMATION PACKAGE

RE: THE CORPORATION OF THE TOWN OF COBOURG
SALE OF LAND BY PUBLIC TENDER

Subject Lands: Part of Lot 22 & 24, Conc. A, Town of Cobourg (formerly in the Township of Hamilton), Pt Block P, PL 424, being Parts 40-41, Plan 39R-3373 and known municipally as 600 Daintry Crescent (as shown on Schedule "A" and Schedule "B" attached). Assessment Roll No. 1421000220109400000.

Date: May 3, 2018

A. INTRODUCTION

The following information and related attachments are intended to provide a general overview of the status of the Subject Lands from a municipal policy, land use, and engineering perspective and to inform potential purchasers of the possible issues surrounding the possible development of the Subject Lands.

B. OFFICIAL PLAN POLICY CONTEXT

1. Relevant Documents¹: Cobourg Official Plan (Schedule "A" Land Use Plan)
2. Land Use Designation: Residential Area, Section 3.4;
3. Policy Context: Residential development permitted, subject to the applicable criteria contained within *Section 3.4 - Residential Area* and *Section 8.0 - Development Review* of the Official Plan;

C. ZONING BY-LAW REGULATORY CONTEXT

¹ Copies of relevant municipal planning documents are available by contacting the Planning Department, Victoria Hall, 55 King Street West, Cobourg, Ontario, K9A 2M2 (905)372-1005 or by accessing the municipal website www.cobourg.ca.

1
All MM

1. **Relevant Document:** Cobourg Zoning By-law No. 85-2003 (Schedule "A", Map 1);
2. **Land Use Category:** Residential Type 3 Exception 1 (R3-1) Zone (Section 9.2.1, and Schedule 'B-1');
3. **Regulatory Context:** Development Restricted – Site Specific Zoning Category. Any development of the Subject Lands, including changes or other adjustments to the zoning, will require municipal and railway approval.

D. SERVICING STATUS Based on information available from the Public Works Department and Lakefront Utility Services Inc. (LUSI), municipal water and sanitary sewer services are available within the Daintry Crescent road allowance to service the Subject Lands, and individual service stubs have been installed to the front property line. Electrical service is available on Daintry Crescent. Neither the Town of Cobourg nor LUSI certify or warrant the location or condition of the individual service lines.

E. KEY ISSUES Development feasibility and/or built form: noise, vibration and mitigation (ie. proximity to elevated railway main lines); restrictive zoning.

F. GENERAL

The Subject Lands, comprising approx. 890 sq m (9,583 sq ft) in area, are located on the east side of Daintry Crescent and are located in close proximity to a single track CP Railway elevated main line and a double track CN Railway main line (Windsor-Montreal rail corridor). The vacant property and adjacent vacant lands along Daintry Crescent were zoned approximately 30 years ago for a very specific form of residential development consisting of linked semi-detached-type dwelling structures having defined setbacks, a minimum height of 9.1 m and a maximum height of 10.6 m, and a continuous solid wall along the back of the units.

The sale of the Subject Lands by the Municipality is being offered on an "as-is" basis² and, through the Agreement of Purchase and Sale and restrictive covenants on the title deed, it will be a requirement that the Owner apply for a Zoning By-law Amendment and

² The Corporation of the Town of Cobourg makes no representations whatsoever as to the condition of the property or any environmental matters or the presence of any hazardous materials in the soils and groundwater. All of the foregoing would become the sole responsibility of the successful landowner including compliance with all environmental laws, regulations or orders.

² *all mm*

Site Plan Approval for the development of a single detached dwelling and receive approval of same by the Municipality, including the execution and registration of a Development Agreement, prior to the issuance of a Building Permit.

This approach is intended to ensure that all relevant policies, regulations and criteria of the Provincial Planning Act, Provincial Policy Statement, Places To Grow Growth Plan, Municipal Official Plan and Zoning By-law are satisfied by the submission and approval of detailed drawings and/or other documentation including such matters as, but not limited to: site/survey plans; architectural plans; site servicing/grading plans; and a noise impact and vibration study by qualified persons. Current Provincial and CN/CP Railway standards together with recommendations of the noise and vibration studies could impose potential mitigation measures and/or conditions that could affect the nature and extent of development permitted on this lot. Prospective purchasers are expected to undertake their own due diligence as part of their response to this offering of land for sale by public tender.

Important Note: *This information package was developed to assist members of the public who are interested in the above-referenced land sale in understanding the issues surrounding the potential use and development of the Subject Lands. The information and opinions in this package are for convenience purposes and should not be relied upon, implicitly or explicitly, as a substitute for legal or other professional advice as part of a proper due diligence process in connection with any particular matter outlined herein. Neither the Town of Cobourg nor its employees certify or warrant the completeness or accuracy of the information contained within this package. Please be advised that there are no implicit or explicit guarantees made by the Town of Cobourg, its employees, and/or agencies that the development of the Subject Lands is feasible. The Municipality is under no obligation to resolve any of the key issues related to the development status of the Subject Lands, nor is it obligated to approve any amendments to the applicable planning documents or grant Site Plan Approval without proper justification to the satisfaction of the Municipality and/or CN/CP Railways.*

Specific questions relating to the land use planning and development status of the Subject Lands may be directed to:

Mr. Glenn McGlashon, MCIP, RPP

Director of Planning & Development
Building and Planning Department
Victoria Hall, 55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-1005
(f) (905)372-1533
(e) gmcglashon@cobourg.ca

Mr. Rob Franklin, MCIP, RPP

Manager of Planning Services
Building and Planning Department
Victoria Hall, 55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-1005
(f) (905)372-1533
(e) rfranklin@cobourg.ca

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Specific questions relating to the engineering and public servicing status of the Subject Lands may be directed to:

Ms. Laurie Wills, P. Eng.
Director of Public Works
Northam Industrial Park
740 Division St, Bldg #7
Cobourg, ON K9A 0H6

(p) (905)372-9971
(f) (905)372-0009
(e) lwills@cobourg.ca

Mr. Larry Spyrka
LUSI Manager of Water Systems
6 D'Arcy Street
Cobourg ON K9A 3Z4

(p) (905) 372-2193 x5238
(f) (905) 372-2581
(e) lspyrka@lusi.on.ca

Mr. Chris Callaghan, C. Tech
Electrical Distribution Systems
Manager of Assets and Design
207 Division St., Box 577
Cobourg, ON K9A 4L3

(p) 905-372-2193 x 5204
(f) 905-372-2581
(e) ccallaghan@lusi.on.ca

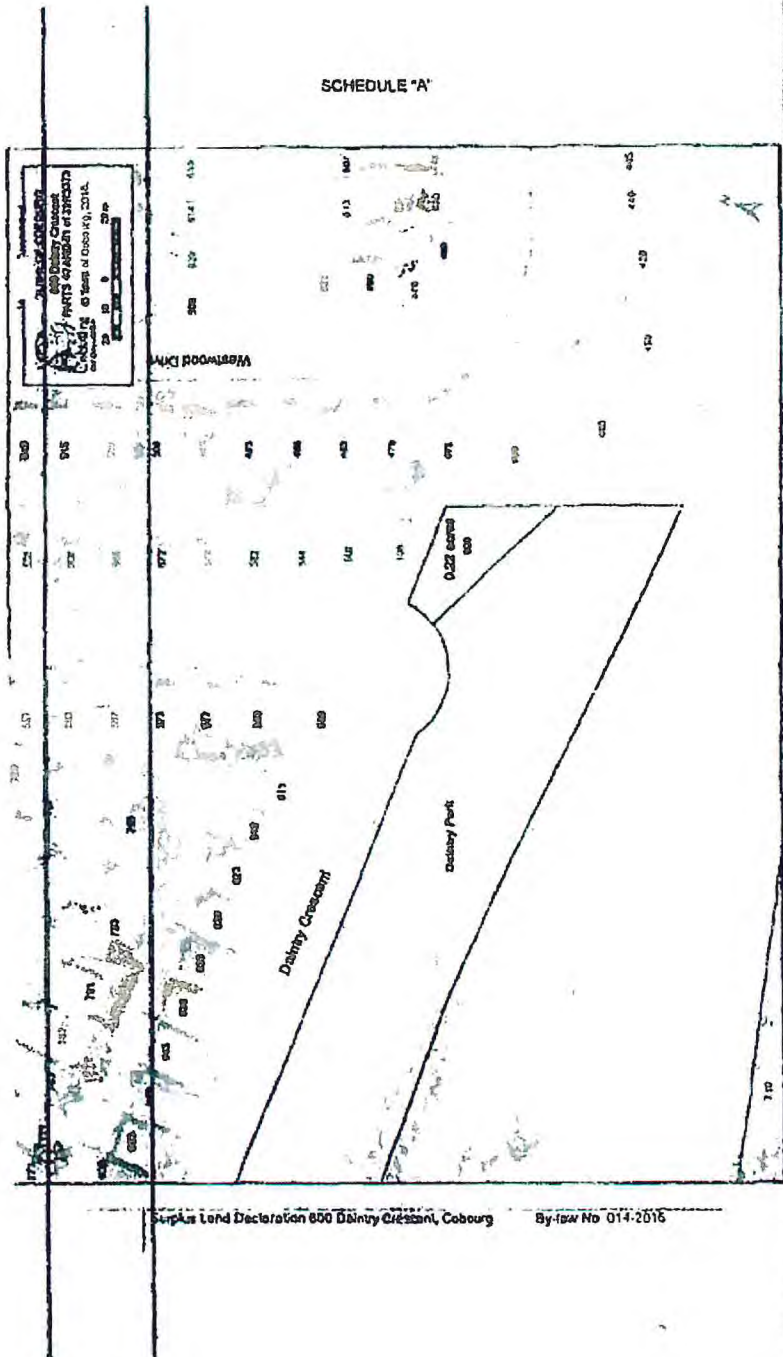
Specific questions relating to the land sale and other financial matters may be directed to:

Mr. Ian Davey
Director of Corporate Services
55 King Street West
Cobourg ON K9A 2M2

(p) (905)372-4301
(f) (905)372-7421
(e) idavey@cobourg.ca

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SCHEDULE "A"

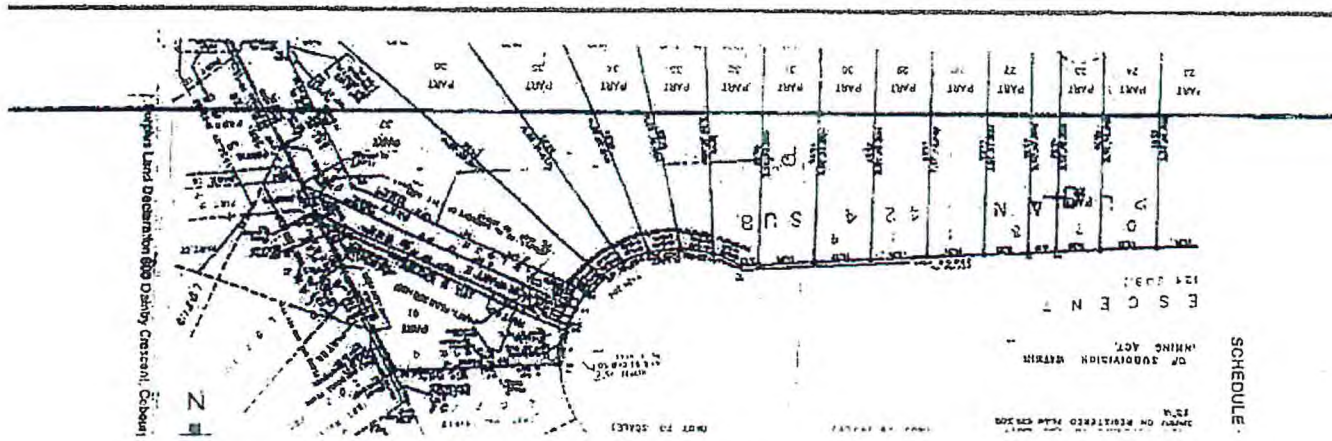


PROJECT: 2016-2017
PARTS ACQUISITION OF 2016/17
Cobourg
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Surplus Land Declaration 800 Dairy Crescent, Cobourg By-law No 014-2016

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Stephen Land Department 800 Dainty Crescent, Coburg



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