



SURPLUS LAND FOR SALE

The Council of The Corporation of the City of Kawartha Lakes has declared the following land surplus to municipal needs and it will be sold in accordance with By-law 2010-118 as amended.

Location: Cedarplank Road, Fenelon Falls, City of Kawartha Lakes

Legal Description: Lot 2 Registered Plan 434, Geographic Township of Somerville, City of Kawartha Lakes described as Part 1 & 2 on Plan 57R10556 Part of PIN: 63119-0289 (LT)

Roll Number: Part of 1651 310 060 12600

Dimensions: Approximately 102 feet of frontage on Cedarplank Road by an irregular depth

Approximately 131 feet on Burnt River

Zoning: LSR(F) Limited Service Residential – Flood Plain

Current market value: \$80,000.00

Additional Costs: Appraisal: \$998.51, Reference Plan: \$3,356.10, Staff Time: \$1,500.00, Advertising: \$304.38 and Legal Fees: \$2,000.00+/-

Total Cost: \$88,158.99

Please note: HST is in addition to the purchase price, if applicable.

Pursuant to the terms of the *Municipal Act, 2001* only those offers that include a purchase price of **not less than the current market value plus all additional costs** associated with the transaction will be considered. Any parties who are interested in submitting an offer to purchase the subject parcel of land are required to obtain a copy of the Agreement of Purchase and Sale that is acceptable to the municipality from the Realty Services Office, at the address noted below.

All original offers must be submitted, in the prescribed form, to the attention of the Manager of Realty Services

If you have any questions please do not hesitate to contact the **Realty Services Office at (705) 324-9411, extension 1261.**

Diane McFarlane
Manager, Realty Services
City of Kawartha Lakes
P.O. Box 9000, 12 Peel Street
Lindsay, Ontario K9V 5R8

SECTION 5

LIMITED SERVICE RESIDENTIAL (LSR) ZONE

5.1 LSR USES PERMITTED

No person shall hereafter change the use of any building, structure or land or erect or use any building or structure in a Limited Service Residential (LSR) Zone, except for one of the following uses:

- a. Vacation dwelling
- b. Single detached dwelling

5.2 LSR ZONE REQUIREMENTS

In a Limited Service Residential (LSR) Zone, no person shall hereafter erect or use any building except in conformity with the following requirements:

	Communal or Municipal Water Supply Provided	Individual Water Supply & Sewage Disposal
a. Minimum lot area	1,700 sq.m (18,300 sq.ft)	2,000 sq.m (21,530 sq.ft)
b. Minimum lot frontage		
i. No shore lot line	25 sq.m (82 ft)	30 m (100 ft)
ii. With shore lot lines	30 m (100 ft)	30 m (100 ft)
c. Minimum front yard	7.5 m (25 ft)	7.5 m (25 ft)
d. Minimum rear yard	7.5 m (25 ft)	7.5 m (25 ft)
e. Minimum flankage yard	7.5 m (25 ft)	25 m (7.5 ft)
f. Minimum water setback	15 m (50 ft)	15 m (50 ft)
g. Maximum lot coverage	30 %	30 %
h. Maximum height	11 m (36 ft)	11 m (36 ft)
i. Minimum dwelling unit floor area	60 sq.m (645 sq.ft)	60 sq.m (645 sq.ft)
j. Minimum side yard: shall be 3 metres (9 ft) on one side, 1.2 metres (4 ft) on the other side plus 1 metre (3.3 ft) for each additional or partial storey above the first.		
k. Maximum number of dwelling units per lot		1

* By-law Includes Major Update Amendment (By-Law 96-14)

18.25 THROUGH LOTS

Where a lot other than a corner lot has frontage on more than one (1) street, the front yard setback and other requirements contained herein shall apply on each street in accordance with the provisions of the zone or zones in which such lot is located.

In the case of a through lot having boundaries dividing the lot from the streets of equal length, accessory buildings may be located in one or the other yard adjoining a street, but no closer to the street line than the minimum front yard requirement.

18.26 FLOOD PLAIN

18.26.1 Where the zone symbols on Schedules A and A1 are followed by an (F), the land has been identified as being susceptible to flooding during a Regulatory Flood.

18.26.2 A Regulatory Flood is based on lands that would be flooded as a result of a storm event equivalent to the Timmins Storm of 1961.

18.26.3 The level of flooding for each lot affected is identified on Schedule 'B' and is shown as the 'FDR Elev.'. Schedule 'B' attached hereto and forming part of this By-law identifies each lot by poll and assessment number utilizing the 1993 Assessment Roll and the expected Level of Flooding (FDR Elev) during a Regulatory Flood expressed in metres above sea level based on the Canadian Geodetic Datum.

Schedule 'B' also provides a spot elevation (Spot Elev) where a building is presently situated or where one may be erected. Due to the variation in topography, this elevation will vary on the lot. The estimated flood level (Est Fld Lev) is an estimate of the extent of flooding during a Regulatory Flood at the spot elevation. The Est. Fld. Lev. and Spot Elev. are provided for reference purposes only. To determine the exact elevation, reference must be made to the Flood Risk Maps.

18.26.4 Where the zone symbol shown on Schedules A and A1 is followed by the flood plain symbol (F) new buildings or structures with habitable rooms and enlargements or extensions to existing ones with habitable rooms shall only be permitted if the following special provisions are adhered to:

- a. No new building or structure shall be erected with building openings, being windows or doors, below the Level of Flooding identified for each lot as shown on Schedule 'B' plus 0.3 metres (1 ft).
- b. No new buildings or structure shall be erected where any building wall or building foundation will be subject to more than 0.3 metres (1 ft) of flooding above finished grade at the building or structure based upon the level of flooding identified on Schedule 'B' unless the building or structure is designed by a Professional Engineer or Architect and certified as being capable of withstanding the hydrostatic pressures created by Level of Flooding identified for each lot on Schedule 'B'. The Ministry of Natural Resources must issue a letter confirming that they concur with the Engineer or Architect before a building permit will be issued. If the Ministry does not respond in writing within

30 days from being requested to respond, then it will be taken that the Ministry concurs with the Engineer's or Architect's opinion.

- c. Finished grade used within subsection 18.26 refers to the grade as shown on the Flood Risk Maps for the Burnt River as prepared by MacLaren Plansearch at a scale of 1:2000 and signed and stamped by D.B. Hodgins, P.Eng. on April 4, 1990.
- d. Accessory buildings or structures shall be secured to a concrete pad or footing.
- e. The extension or enlargement of existing buildings or structures is permitted provided that such extensions or enlargements are not over 18 square metres (194 sq.ft) in floor area. In addition, such enlargements or extensions shall be located on the downstream side (based on the flow of the Burnt River) of the existing building or structure unless such location contravenes any other applicable zone requirement and no building openings, being windows or doors, shall be installed below the Level of Flooding identified for each lot as shown on Schedule 'B' plus 0.3 metres (1 ft). Such extensions or enlargements are based on the building or structure as it existed on June 27, 1994.
- f. Buildings, structures and access roads that are subject to flooding by the Regulatory Flood should be floodproofed including, but not limited to, the recommendations set out in Appendix '1'.

If a new building or structure or enlargement or extension can take place based on the above provisions, the only permitted uses shall be those permitted within the zone. The zone requirements shall apply in addition to the special provisions noted above.

18.27 SECOND SINGLE DETACHED DWELLINGS

In the Rural General (RG) Zone, a second single detached dwelling shall be permitted subject to the following:

- a) The property on which the second single detached dwelling use is located has to be classed as a farm by MPAC, and shall be on a lot of at least 20 hectares.
- b) A maximum of one second single detached dwelling per lot.
- c) A covenant be registered on title that residence will be used for full-time farm help only.
B/L 2007-289

AGREEMENT OF PURCHASE AND SALE

PURCHASER: _____

agrees to purchase from

VENDOR: THE CORPORATION OF THE CITY OF KAWARTHA LAKES

and the Vendor agrees to sell

in as is condition

REAL PROPERTY: Legally described as Lot 2 Registered Plan No. 434 , in the Geographic Township of Somerville, City of Kawartha Lakes described as Parts 1 and 2 on Plan 57R10556 (the "Property").

PURCHASE PRICE: _____ Dollars (CDN \$ _____)

DEPOSIT: The Purchaser agrees to submit _____ Dollars (CDN\$ _____) on acceptance by certified cheque payable to The Corporation of the City of Kawartha Lakes as a non-refundable deposit (the "Deposit"). The Purchaser hereby agrees and acknowledges that the Deposit is paid to cover the initial costs of the Vendor in processing the transaction and will not be refunded if either party terminates this Agreement. The parties to this Agreement hereby acknowledge that the Deposit shall be credited towards the purchase price on completion.

ADDITIONAL COSTS: The Purchaser agrees to reimburse the Vendor for all advertising, surveying, appraisal, registration, legal and any other costs associated conveying the Property (the "Additional Costs"). The parties hereby agree and acknowledge that these Additional Costs shall be shown as separate line items on the Statement of Adjustments.

BALANCE: The Purchaser agrees to pay the balance of the Purchase Price and the Additional Costs, by bank draft or certified cheque, to the Vendor's solicitor in trust on closing, subject to the usual adjustments.

FURTHER CLAUSES AND CONDITIONS:

- 1. APPLICATION OF *MUNICIPAL ACT, 2001*:** The parties hereby acknowledge and agree that the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, shall apply to this transaction. On or before closing, the Council of the Vendor shall pass a by-law confirming the sale of the Property. On or before closing, the Vendor shall register the By-law on title to the Property.
- 2. CONSENT TO TRANSACTION:** The Purchaser acknowledges that the Council of the Vendor may be obligated to obtain the consent of the Crown in Right of Canada and/or the Crown in Right of Ontario, prior to the completion of this transaction. If the Vendor cannot obtain such approval(s), this Agreement shall be terminated.
- 3. COUNCIL CONSIDERATION:** The Purchaser acknowledges that the Council of the Vendor may be obligated to give consideration to the proposals to convey the Property and to any objection thereto, to hear any person or corporation who claims his/her/its land will be prejudicially affected by the sale, and to determine the issue on its merits, without regard to this Agreement. If, after consideration of the proposals, objections and all other relevant factors, the Council of the Vendor decides that it is not appropriate to convey the Property, it will notify the Purchaser and this Agreement will terminate.
- 4. COUNCIL MEMBER(S):** The Purchaser agrees to complete an affidavit commensurate with the closing of the transaction that no member of the Council of the Vendor, either by himself or herself, or by, or with, or through another has any interest in the purchase of the Property.

5. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until notification of rejection from and by the Vendor.
6. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on or before the **30th day** following the enactment the By-Law by which the Vendor conveys the Property. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.
7. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number.
 - a. Fax No. **705-324-2982 Realty Services**(For delivery of notices to Vendor)
 - b. Fax No. (For delivery of notices to Purchaser)
8. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to H.S.T., the Vendor agrees to certify on or before closing, that the transaction is not subject to H.S.T and the Purchaser agrees to provide an indemnity to hold the Vendor harmless should H.S.T. be applicable.
9. **TITLE SEARCH:** The Purchaser shall be allowed thirty (30) days from the date of acceptance of this Agreement (Requisition Date) to examine title to the Property at its own expense and if within that time the Purchaser shall furnish the Vendor in writing with any valid objection to the title to the Property, which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void.
10. **FUTURE USE:** The Vendor and the Purchaser agrees that there is no representation or warranty of any kind that the future intended use of the Property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.
11. **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 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 which do not materially affect the present 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 vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waiver, 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 Vendor, 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, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.
12. **CLOSING ARRANGEMENTS:** Where each of the Vendor and the Purchaser retain a lawyer to complete the Agreement of Purchase and Sale of the Property and where in 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 Vendor and the Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and the Purchaser 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 Vendor and Purchaser 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 Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location by both lawyers.

13. **DOCUMENTS AND DISCHARGE:** 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. If requested by the Purchaser, the Vendor will deliver any sketch or survey of the property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date.
14. **INSPECTION:** The Purchaser acknowledges having had the opportunity to inspect the property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor.
15. **INSURANCE:** The Property purchased shall be and remain until completion 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 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.
16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax affidavit, be prepared in registrable form at the expense of Vendor.
17. **RESIDENCY:** The Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for the Purchaser to pay to the Minister of National Revenue to satisfy the Purchaser's liability in respect of tax payable by the Vendor under the non-residency provisions of *the Income Tax Act* by reason of this sale. The Purchaser shall not claim such credit if the Vendor delivers on completion the prescribed certificate or a statutory declaration that the Vendor is not then a non-resident of Canada.
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 Purchaser.
19. **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 Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.
20. **TENDER:** Any tender documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
21. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
22. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, 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 context.

23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
24. **LEGAL ADVICE:** The Purchaser acknowledges that it has either received or waived the benefit of its own independent legal advice with respect to the execution of this Agreement.
25. **PUBLIC DOCUMENT:** The Purchaser acknowledges that this Agreement is a public document, and consents to its disclosure pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56.
26. **EASEMENT(S):** The Purchaser hereby acknowledges and agrees that the Vendor has the right to retain any easements deemed necessary by it, in its sole and absolute discretion, to protect existing services. Further the Purchaser hereby acknowledges that Part of Lot 2 Registered Plan No. 434 described as Part 2 on Plan 57R10556 is subject to an easement in favour of Bell Canada as described in Instrument No. R164356.

DATED at _____, this ____ day of _____, 201__.

SIGNED SEALED AND DELIVERED

IN WITNESS whereof I have hereunto set my hand and seal:

in the presence of:

(Witness)

Name: _____

(Witness)

Name: _____

DATED at Kawartha Lakes, this _____ day of _____, 201__.

IN WITNESS whereof we have hereunto set our hand and seal:

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

Per: _____
Name:
Title:

I have authority to bind the Corporation.

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize a copy to be forwarded to my lawyer.

I acknowledge receipt of our signed copy of this accepted Agreement of Purchase and Sale and I authorize a copy to be forwarded to our lawyer.

On behalf of the Vendor
Dated: _____, 2016

On behalf of the Purchaser
Dated: _____, 2016

Vendor's Lawyer:

Purchasers' Lawyer: