



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: Sibley Avenue North, Omemee

Legal Description: Lots 1, 2, 3, 6 and 7, Block 12, Registered Plan No. 109, Village of Omemee, City of Kawartha Lakes designated as Part 1 on Plan 57R10576 All of PIN: 63255-0263(LT)

Roll Number: 165100400020170

Dimensions: Approximately 45.72 metres (150 feet) of frontage on Sibley Avenue North by an irregular depth.

Zoning: R1(H) Residential Type One – Holding Provision

Current market value: \$65,000.00

Additional Costs: Appraisal: \$1,437.36, Survey: \$2,117.51,

Staff Time: \$1,500.00, Advertising: \$400.00+/- and Legal Fees: \$2,000.00+/-

Total Cost: \$72,454.87

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

PART 8 - RESIDENTIAL TYPE ONE (R1) ZONE

8.1 **USES PERMITTED**

8.1.1 No person shall hereafter change the use of any building, structure or land or erect or use any building or structure, in a Residential Type One (R1) Zone, except for the following uses:

- 8.1.1.1 Single Detached Dwelling
- 8.1.1.2 Home Occupation
- 8.1.1.3 Public Park
- 8.1.1.4 Elementary or Secondary School

8.2 **ZONE PROVISIONS**

8.2.1 No person shall hereafter change the use of any building, structure or land or erect or use any building or structure, in a Residential Type One (R1) Zone, except in conformity with the following zone provisions:

- 8.2.1.1 Lot Area (min.)
 - (a) serviced with municipal sewers and a communal water system 460 sq. m
 - (b) serviced with municipal sewers only 830 sq. m
 - (c) serviced with a communal water system only 1390 sq. m
 - (d) serviced with a private well and private waste disposal system 2000 sq. m
- 8.2.1.2 Lot Frontage (min.)
 - (a) serviced with municipal sewers and a communal water system 15 m
 - (b) serviced with municipal sewers only 17 m
 - (c) serviced with a communal water system only 24 m
 - (d) serviced with a private well and private waste disposal system 30 m
- 8.2.1.3 Yard Requirements (min.)
 - (a) front 7.5 m
 - (b) interior side **(corrected typo of 2 m)** 1 m
 - (i) one and one half storey 1.2 m
 - (ii) two storeys or greater 2 m
 - (c) exterior side 4.5 m
 - (d) rear 7.5 m

- 8.2.1.4 Lot Coverage (max.) 30 %
- 8.2.1.5 Building Height (max.) 11 m
- 8.2.1.6 Gross Floor Area (min. per d.u.) 93 sq. m
- 8.2.1.7 Landscaped Open Space (min.) 30 %
- 8.2.1.8 Density (max. per lot) 1 d.u.
- 8.2.1.9 Notwithstanding subsections 8.1.1 and 8.2.1 an elementary or secondary school shall only be permitted in accordance with the zone provisions of Section 6.2.
- 8.2.1.10 Notwithstanding subsection 8.1.1 and article 8.2.1.1, a bed and breakfast establishment is a permitted use if it has frontage on an arterial or collector road and if it has a minimum lot area of 610 square metres.

8.3 **RESIDENTIAL TYPE ONE EXCEPTION ZONES**

- 8.3.1 RESIDENTIAL TYPE ONE EXCEPTION ONE (R1-1) ZONE
 - 8.3.1.1 In addition to the uses permitted by subsection 8.1.1, lands zoned "R1-1" may also be used for a retail establishment for the sale and repair of fire arms, archery supplies, trapping equipment and similar items.
- 8.3.2 RESIDENTIAL TYPE ONE EXCEPTION TWO (R1-2) ZONE
 - 8.3.2.1 Notwithstanding the zone provisions of article 8.2.1.2, clause (d), lands zoned "R1-2" may have a minimum lot frontage of 19.8 metres.
- 8.3.3 RESIDENTIAL TYPE ONE EXCEPTION THREE (R1-3) ZONE
 - 8.3.3.1 Notwithstanding the zone provisions of article 8.2.1.2, clause (d), lands zoned "R1-3" may have a minimum lot frontage of 25.3 metres.
- 8.3.4 RESIDENTIAL TYPE ONE EXCEPTION FOUR (R1-4) ZONE
 - 8.3.4.1 Notwithstanding subsection 8.2.1, lands zoned "R1-4" shall be subject to the following zone provisions:
 - (a) lot area (min.) 760 sq. m
 - (b) minimum rear yard for an accessory building existing as of Nov 1, 1990 shall be nil.

3.5 **FENCES**

- 3.5.1 No persons shall construct a fence, exceeding 2.5 metres in height, in any zone, other than an Industrial or Agricultural Zone.
- 3.5.2 Article 3.1.4.1, clause (e) shall apply to fences located within three metres of any street line.

3.6 **FRONTAGE ON PUBLIC STREET**

- 3.6.1 Except as provided for in this section, no persons shall erect any building or structure in any zone, unless the lot upon which such building or structure is to be erected has a lot line which abuts and obtains direct access onto an improved public street and which is maintained to provide year-round access.
- 3.6.2 Notwithstanding subsection 3.6.1, a building or structure may be erected and used on the following lots which do not have frontage on an improved public street:
- 3.6.2.1 A lot within a registered plan of subdivision in which the street has not been assumed by the Municipality but in which the street is to be assumed under the terms of a subdivision agreement.

3.7 **HEIGHT EXCEPTION**

- 3.7.1 Notwithstanding the height provisions herein contained, nothing in this By-law shall apply to prevent the erection, alteration, or use of the following accessory buildings or structures provided the main use is a use permitted within the zone in which it is located; a barn, a church spire, a belfry, a flag pole, a clock tower, a chimney, a water tank, a windmill, a radio or television tower or antenna, air conditioner duct, elevator equipment room, grain elevator, silo or corn crib.

3.8 **HOLDING SYMBOL (H)**

- 3.8.1 Unless otherwise specified within the applicable zone provisions, where the zone symbol, shown on Schedule A to this By-law, is followed by the holding symbol "(H)", the use of lands so zoned shall be limited to existing uses, conservation or forestry uses exclusive of buildings or structures. At such time as the holding symbol is removed, by amendment to this By-law

pursuant to Section 36 of the Planning Act, R.S.O. 1990, the lot may be used in accordance with the applicable zone provisions. The criteria to be satisfied prior to removal of the holding symbol "(H)" shall consist of either the provision of adequate municipal roads, electricity, storm drainage services, sewage and water services and other matters as appropriate to a specific area or an agreement entered into between the owner and the Corporation of the Village of Omeme to provide the aforementioned services and other matters as appropriate.

3.9 **HOME OCCUPATIONS**

- 3.9.1 The following requirements shall apply to any zone wherein a home occupation is permitted.
- 3.9.1.1 The home occupation shall be clearly secondary to the main use of the lot and shall not change the residential character of a dwelling unit or the lot upon which it is located. For the purposes of this article, illuminated signs or signs greater than 0.5 square metres in area, will be considered to be a change in the residential character of a dwelling unit or lot and shall not be permitted;
- 3.9.1.2 The home occupation shall not create or become a public nuisance due to noise, odour, dust, traffic or parking;
- 3.9.1.3 The home occupation shall not interfere with television or radio reception on adjacent lots;
- 3.9.1.4 There shall be no goods, wares or merchandise offered or exposed for sale, or sold or kept for sale in the dwelling, and no mechanical or other equipment used or kept except those customarily employed in a residential dwelling for domestic or household purposes or for use by a dentist, drugless practitioner or physician;
- 3.9.1.5 The home occupation shall not occupy more than 25 percent of the gross floor area of the dwelling unit whether or not such home occupation is located within the dwelling or within an accessory structure;
- 3.9.1.6 Parking shall be provided in accordance with subsection 3.14 of this By-law;
- 3.9.1.7 There shall be no outside storage of goods, materials or equipment associated with the home occupation.

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 Lots 1, 2, 3, 6 and 7, Block 12, Registered Plan No. 109, in the Village of Omemee, City of Kawartha Lakes designated as Part 1 on Plan 57R10576 (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 Purchase 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.

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: _____, 201

On behalf of the Purchaser
Dated: _____, 201

Vendor's Lawyer:

Purchasers' Lawyer: