### The Corporation of the Municipality of Brockton



### By-Law 2019-019

Being a By-Law to Authorize the Signing of an Agreement With Wilfred McIntee & Co. Limited Brokerage, Remax Land Exchange, and Coldwell Banker Saugeen for the Purpose of a Listing Agreement for the East Ridge Business Park in Walkerton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into a Listing Agreement with Wilfred McIntee & Co. Limited Brokerage, Remax Land Exchange, and Coldwell Banker Saugeen with respect to a Listing Agreement for the East Ridge Business Park in Walkerton;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into a Listing Agreement with Wilfred McIntee & Co. Limited Brokerage, Remax Land Exchange, and Coldwell Banker Saugeen which is attached as "Schedule A" for the lands described as Part of PT LOT 34, CON 1, BRANT and shown in "Schedule A" to the Listing Agreement which is attached and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated February 12, 2019, between the Corporation of the Municipality of Brockton and Wilfred McIntee & Co. Limited Brokerage, Remax Land Exchange, and Coldwell Banker Saugeen is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "McIntee, Remax, and Coldwell East Ridge Business Park Listing Agreement By-Law".

Read, Enacted, Signed and Sealed this 12th day of February, 2019.

Mayor – Chris Peabody	Clerk – Fiona Hamilton	



Form 520 for use in the Province of Ontario

## Listing Agreement – Commercial Seller Representation Agreement Authority to Offer for Sale

-			>				
Th	his is a Multiple Listing Service® Agreement	Seller's Initials)	OR	This Listing is Ex	clusive	(Seller's Initials)	)
	SETWEEN: BROKERAGE: WILFRED MCINTEE & CO LTI		emax Lan	d Exchange, Coldwell	Banker Sa	augeen	•••••
В	BOX 549, 11 DURHAM STREET WEST		WAL	KERTON	(the	"Listing Brokero	ge")
	ELLER(S): MUNICIPALITY OF BROCKTON			of PART OF PTLO	T 34, (0	N4 BEAN	ller") VT
В	Brant Twp TwP, (Municipality of both seller hereby gives the Listing Brokerage	Brockton)	N0G	2V0 Schidule	The second second	(the "Prope	erty") igent,
co	ommencing at 12:01 a.m. on the .7	of February				, 20.19	,
υn	intil 11:59 p.m. on the .7 day of August			, 20.	19	the "Listing Peri	od"),
{	Seller acknowledges that the length of the Listing Period i MLS® listing, may be subject to minimum requirements of and Business Brokers Act of Ontario (2002), if the Listin obtain the Seller's initials.	the real estate bo	ard, howeve	r, in accordance with the Re	al Estate	(Seller's Ini	) itials)
to o	o offer the Property <b>for sale</b> at a price of:						
1000	2			Dollars (\$Cdn			
set	nd upon the terms particularly set out herein, or at such of et out herein are at the Seller's personal request, after full d roperty.						
	he Seller hereby represents and warrants that t greement to pay commission to any other real es				ement for	the Property	у ог
1.	"Seller" includes vendor and a "buyer" includes a purc any agreement to exchange, or the obtaining of an option exercised, or an agreement to sell or transfer shares or a Act (2002). The "Property" shall be deemed to include Commission shall be deemed to include other remuner context. For purposes of this Agreement, anyone intro- administrators, successors, assigns, related corporations corporation where one half or a majority of the sharehol shareholders, directors, or officers of the corporation into	haser or a prospector to purchase white passets. "Real proper any part thereof or ration. This Agreed duced to or shown and affiliated corpleters, directors or colors.	ctive purchase ch is subsequenty" includes r interest ther ment shall be in the Propert porations. Re officers of the	er. A purchase shall be deem tently exercised, or the causing real estate as defined in the rein. A "real estate board" in read with all changes of gray shall be deemed to include lated corporations or affiliate related or affiliated corporate.	ng of a First R Real Estate o ncludes a rea ender or num de any spous ed corporatio	tight of Refusal t and Business Bro destate associa ber required by se, heirs, execu- ans shall include	to be okers ation. by the utors, e any
2.	. <b>COMMISSION:</b> In consideration of the Listing Brokera		-				ssion
	of Five 5 % of the sale price of the Property	or	*************		*************		******
	for any valid offer to purchase the Property from any sou this Agreement <b>OR</b> such other terms and conditions as t	ırce whatsoever ob	tained durin	g the Listing Period and on th			out in
	INITIALS OF LISTING BROKER	AGE:	$\stackrel{\checkmark}{}$	INITIALS O	F SELLER(S)	: (	)

The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (co-operating brokerage), and to offer to pay
the co-operating brokerage a commission of
The Seller further agrees to pay such commission as calculated above if an agreement to purchase is agreed to or accepted by the Seller or anyone on
the Seller's behalf within

iffer for the purchase of the Property is pursuant to a new agreement in writing to pay commission to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement. The Seller further agrees to pay such commission as calculated above even if the transaction contemplated by an agreement to purchase agreed to

or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing or attributable to the Seller's default or neglect, said commission to be payable on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall first be applied to reduce the commission payable. Should such amounts paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and taxes owing on such commission.

In the event the buyer fails to complete the purchase and the deposit or any part thereof becomes forfeited, awarded, directed or released to the Seller, the Seller then authorizes the Listing Brokerage to retain as commission for services rendered, fifty (50%) per cent of the amount of the said deposit forfeited, awarded, directed or released to the Seller (but not to exceed the commission payable had a sale been consummated) and to pay the balance of the deposit to the Seller.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

REPRESENTATION: The Seller acknowledges that the Listing Brokerage has provided the Seller with written information explaining agency relationships, including information on Seller Representation. Sub-agency, Buyer Representation, Multiple Representation and Customer Service. The Seller understands that unless the Seller is otherwise informed, the co-operating brokerage is representing the interests of the buyer in the transaction. The Seller further acknowledges that the Listing Brokerage may be listing other properties that may be similar to the Seller's Property and the Seller hereby consents to the Listing Brokerage acting as an agent for more than one seller without any claim by the Seller of conflict of interest. Unless otherwise agreed in writing between Seller and Listing Brokerage, any commission payable to any other brokerage shall be paid out of the commission the Seller pays the Listing Brokerage.

The Seller hereby appoints the Listing Brokerage as the Seller's agent for the purpose of giving and receiving notices pursuant to any offer or agreement to purchase the Property.

MULTIPLE REPRESENTATION: The Seller hereby acknowledges that the Listing Brokerage may be entering into buyer representation agreements with buyers who may be interested in purchasing the Seller's Property. In the event that the Listing Brokerage has entered into or enters into a buyer representation agreement with a prospective buyer for the Seller's Property, the Listing Brokerage will obtain the Seller's written consent to represent both the Seller and the buyer for the transaction at the earliest practical opportunity and in all cases prior to any offer to purchase being submitted

The Seller understand and acknowledges that the Listing Brokerage must be impartial when representing both the Seller and the buyer and equally protect the interests of the Seller and buyer. The Seller understands and acknowledges that when representing both the Seller and the buyer, the Listing Brokerage shall have a duty of full disclosure to both the Seller and the buyer, including a requirement to disclose all factual information about the Property known to the Listing Brokerage.

However, the Seller further understands and acknowledges that the Listing Brokerage shall not disclose:

- that the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- that the buyer may or will pay more than the offered price, unless otherwise instructed in writing by the buyer;
- the motivation of or personal information about the Seller or buyer, unless otherwise instructed in writing by the party to which the information applies or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- the price the buyer should offer or the price the Seller should accept; and
- the Listing Brokerage shall not disclose to the buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the Property will be disclosed to both Selle r and buyer to assist them to come to their own conclusions.

Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.

MULTIPLE REPRESENTATION AND CUSTOMER SERVICE: The Seller understands and agrees that the Listing Brokerage also provides representation and customer service to other sellers and buyers. If the Listing Brokerage represents or provides customer service to more than one seller or buyer for the same trade, the Listing Brokerage shall, in writing, at the earliest practicable opportunity and before any offer is made, inform all sellers and buyers of the nature of the Listing Brokerage's relationship to each seller and buyer.

**INITIALS OF LISTING BROKERAGE:** 



**INITIALS OF SELLER(S):** 



- 4. **REFERRAL OF ENQUIRIES:** The Seller agrees that during the Listing Period, the Seller shall advise the Listing Brokerage immediately of all enquiries from any source whatsoever, and all offers to purchase submitted to the Seller shall be immediately submitted to the Listing Brokerage by the Seller before the Seller accepts or rejects the same. If any enquiry during the Listing Period results in the Seller's accepting a valid offer to purchase during the Listing Period or within the Holdover Period after the expiration of the Listing Period described above, the Seller agrees to pay the Listing Brokerage the amount of commission set out above, payable within five (5) days following the Listing Brokerage's written demand therefor.
- 5. MARKETING: The Seller agrees to allow the Listing Brokerage to show and permit prospective buyers to fully inspect the Property during reasonable hours and the Seller gives the Listing Brokerage the sole and exclusive right to place "For Sale" and "Sold" sign(s) upon the Property. The Seller consents to the Listing Brokerage including information in advertising that may identify the Property. The Seller further agrees that the Listing Brokerage shall have sole and exclusive authority to make all advertising decisions relating to the marketing of the Property during the Listing Period. The Seller agrees that the Listing Brokerage will not be held liable in any manner whatsoever for any acts or omissions with respect to advertising by the Listing Brokerage or any other party, other than by the Listing Brokerage's gross negligence or wilful act.
- 6. WARRANTY: The Seller represents and warrants that the Seller has the exclusive authority and power to execute this Authority to offer the Property for sale and that the Seller has informed the Listing Brokerage of any third party interests or claims on the Property such as rights of first refusal, options, easements, mortgages, encumbrances or otherwise concerning the Property, which may affect the sale of the Property.
- 7. INDEMNIFICATION AND INSURANCE: The Seller will not hold the Listing Brokerage and representatives of the Brokerage responsible for any loss or damage to the Property or contents occurring during the term of this Agreement caused by the Listing Brokerage or anyone else by any means, including theft, fire or vandalism, other than by the Listing Brokerage's gross negligence or wilful act. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury, including but not limited to loss of the commission payable under this Agreement, caused or contributed to by the breach of any warranty or representation made by the Seller in this Agreement or the accompanying data form. The Seller agrees to indemnify and save harmless the Listing Brokerage and representatives of the Brokerage and any co-operating brokerage from any liability, claim, loss, cost, damage or injury as a result of the Property being affected by any contaminants or environmental problems.

The Seller warrants the Property is insured, including personal liability insurance against any claims or lawsuits resulting from bodily injury or property damage to others caused in any way on or at the Property and the Seller indemnifies the Brokerage and all of its employees, representatives, salespersons and brokers (Listing Brokerage) and any co-operating brokerage and all of its employees, representatives, salespersons and brokers (co-operating brokerage) for and against any claims against the Listing Brokerage or co-operating brokerage made by anyone who attends or visits the Property.

- 8. FAMILY LAW ACT: The Seller hereby warrants that spousal consent is not necessary under the provisions of the Family Law Act, R.S.O. 1990, unless the spouse of the Seller has executed the consent hereinafter provided.
- 9. FINDERS FEES: The Seller acknowledges that the Brokerage may be receiving a finder's fee, reward and/or referral incentive, and the Seller consents to any such benefit being received and retained by the Brokerage in addition to the commission as described above.
- 10. VERIFICATION OF INFORMATION: The Seller authorizes the Listing Brokerage to obtain any information from any regulatory authorities, governments, mortgagees or others affecting the Property and the Seller agrees to execute and deliver such further authorizations in this regard as may be reasonably required. The Seller hereby appoints the Listing Brokerage or the Listing Brokerage's authorized representative as the Seller's attorney to execute such documentation as may be necessary to effect obtaining any information as aforesaid. The Seller hereby authorizes, instructs and directs the above noted regulatory authorities, governments, mortgagees or others to release any and all information to the Listing Brokerage.
- 11. USE AND DISTRIBUTION OF INFORMATION: The Seller consents to the collection, use and disclosure of personal information by the Brokerage for the purpose of listing and marketing the Property including, but not limited to: listing and advertising the Property using any medium including the Internet; disclosing Property information to prospective buyers, brokerages, salespersons and others who may assist in the sale of the Property; such other use of the Seller's personal information as is consistent with listing and marketing of the Property. The Seller consents, if this is an MLS® Listing, to placement of the listing information and sales information by the Brokerage into the database(s) of the MLS® System of the appropriate Board, and to the posting of any documents and other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) provided by or on behalf of the Seller into the database(s) of the MLS® System of the appropriate Board. The Seller hereby indemnifies and saves harmless the Brokerage and/or any of its employees, servants, brokers or sales representatives from any and all claims, liabilities, suits, actions, losses, costs and legal fees caused by, or arising out of, or resulting from the posting of any documents or other information (including, without limitation, photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions) as aforesaid. The Seller acknowledges that the database, within the board's MLS® System is the property of the real estate board(s) and can be licensed, resold, or otherwise dealt with by the board(s). The Seller further acknowledges that the real estate board(s) may: during the term of the listing and thereafter, distribute the information in the database, within the board's MLS® System to any persons authorized to use such service which may include other brokerages, government departments, appraisers, municipal organizations and others; market the Property, at its option, in any medium, including electronic media; during the term of the listing and thereafter, compile, retain and publish any statistics including historical data within the board's MLS® System and retain, reproduce and display photographs, images, graphics, audio and video recordings, virtual tours, drawings, floor plans, architectural designs, artistic renderings, surveys and listing descriptions which may be used by board members to conduct comparative analyses; and make such other use of the information as the Brokerage and/or real estale board(s) deem appropriate, in connection with the listing, marketing and

INITIALS OF LISTING BROKERAGE:

**INITIALS OF SELLER(S):** 

ER(S):

selling of real estate during the term of the listing and thereafter. The Seller acknowledges that the information, personal or otherwise ("information"), provided to the real estate board or association may be stored on databases located outside of Canada, in which case the information would be subject to the laws of the jurisdiction in which the information is located. In the event that this Agreement expires or is cancelled or otherwise terminated and the Property is not sold, the Seller, by initialling: (Does) consent to allow other real estate board members to contact the Seller after expiration or other termination of this Agreement to discuss listing or otherwise marketing the Property. 12. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms of this Agreement. 13. CONFLICT OR DISCREPANCY: If there is any 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 Authority from the Seller to the Brokerage. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. 14. ELECTRONIC COMMUNICATION: This Agreement and any agreements, notices or other communications contemplated thereby may be transmitted by means of electronic systems, in which case signatures shall be deemed to be original. The transmission of this Agreement by the Seller by electronic means shall be deemed to confirm the Seller has retained a true copy of the Agreement. 15. ELECTRONIC SIGNATURES: If this Agreement has been signed with an electronic signature the parties hereto consent and agree to the use of such electronic signature with respect to this Agreement pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time. 16. SCHEDULE(S) B - Map ......and data form attached hereto form(s) part of this Agreement. THE LISTING BROKERAGE AGREES TO MARKET THE PROPERTY ON BEHALF OF THE SELLER AND REPRESENT THE SELLER IN AN ENDEAYOUR TO OBTAIN A VALID OFFER TO PURCHASE THE PROPERTY ON THE TERMS SET OUT IN THIS AGREEMENT OR ON SUCH OTHER/TERMS SATISFACTORY TO THE SELLER. (Authorized to bind the Listing Brokerage) (Name of Person Signing) THIS AUTHORITY HAS BEEN READ AND FULLY UNDERSTOOD BY ME AND I ACKNOWLEDGE THIS DATE I HAVE SIGNED UNDER SEAL. Any representations contained herein or as shown on the accompanying data form respecting the Property are true to the best of my knowledge, information and belief. SIGNED, SEALED AND DELIVERED I have hereunto set my hand and seal: MUNICIPALITY OF BROCKTON (Name of Seller) (Signature of Seller/Authorized Signing Officer) DATE ..... (Signature of Seller/Authorized Signing Officer) SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the listing of the Property 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 further any transaction provided for herein. (Spouse) **DECLARATION OF INSURANCE** The broker/salesperson PAUL KUENEMAN (Name of Broker (Salesperson) hereby declares that he/she is insured as required by the Real Estate and Business Brokers Act (REBBA) and Regulations. ture(s) of Broker/Salesperson) **ACKNOWLEDGEMENT** The Seller(s) hereby acknowledge that the Seller(s) fully understand the terms of this Agreement and have received a true copy of this Agreement on the

(Signature of Seller)

The trademarks REALTOR®, REALTORS® and the REALTOR® logo are controlled by The Canadian Real Estate Association (CREA) and identify real estate professionals who are members of CREA. Used under license.

Signature of Seller)

#### **Cross Property Full**

Listing

PARCEL B CONCESSION 1

Walkerton, ON NOG 2V0 **Bruce County/Brockton/** 

Land/Commercial/For Sale

Expired

MLS®#:

GB410436000101901A

List Date: DOM: 2,585

03-Jan-2012 Bedrooms (AG/BG): 0 (+)

Bathrooms (F/H): 0 (0/0)

Conditions of Sale:

Sq Ft Finished Sq Ft Source:

Sq Ft Unfinished Recreational:

Title/Ownership: Road Access Fee:

Freehold

Lot Size/Acres:

1-2.99 Acres/2.99

Price: \$27,500.00

Lot Info:

**VARIOUS SIZES:** 1-2.99

Lot Size Source:

**ACRES** 

Access:

Other

Driveway Spaces/Type: /Other/Other

Waterfront: No

WF Exposure:

Shore Rd Allowance: Leased Land Fee:

WF Frontage Ft: 0

**VARIOUS SIZES: 1-2.99 ACRES** 

Public Remarks: Serviced industrial land located on County Road #4 immediately East of Walkerton. Multiple parcels of land available in acreages to suit your needs including large tracks of commercial land. Call for more information. Price ranges: \$27,500-\$75,000.

Directions: Eastridge Industrial/Commercial land immediately East of Walkerton, North side to signs.

Heat Primary/Sec:

None/

Under Contract/Rental Items: None

**Exterior Features** 

Plumbing Age:

Lot Shape:

Lot Irregularities: VARIOUS SIZES: 1-2.99 ACRES

FH Comm Elem Fee:

Roofing:

None

Inclusions/Exclusions

Inclusions:

None None.

Exclusions:

None.

Land

**Tax Information** 

Total:

2.99

Rented:

Soil Test/Date:

Clear:

ACREAGE

Tiled-System:

**Development Charges:** 

No

Roll#: Pin#:

410436000101901

Local Improve Fee/Comments No/

Zoning: Survey/Year: **CALL LBO** 

Yr Roof Surface Replaced:

Taxes/Year: \$0/2011

Survey Type:

Assessment \$/Year: Legal Description:

PART OF PT LOT 34, CON 1, BRANT TWP, (MUN. OF BROCKTON).

**REALTOR® Information** 

Private Remarks 1% + HST reduction applies to co-operating commission if the Listing Brokerage shows the property to Buyer in a private showing.

Show Instructions:

Contact L.B.

Possession: Immediate

Possess Date:

Commission:

2.5%

Occupancy: SPIS Schedule: SPIS: No

Int Bearing Trust Acct:

Arranged/Altered Contract

Lockbox:

Yes

Contact Expired: No

Commence Date:

03-Jan-2012 Expire Date:

Sign: 31-Jan-2019

CDOM:

Seller Name:

**MUN OF BROCKTON** 

2585

Alternate ML#s:

GB410436000101901

L/BR Phone: (519) 881-2270

List Brokerage 1: List Salesperson 1:

WILFRED MCINTEE & CO LTD Brokerage (Walkerton) PAUL KUENEMAN, Broker

L/SP Cell:

L/SP Phone: (519) 889-0566

Email:

paul.kueneman@mcintee.ca

Brokerage Web:

L/SP Fax: List Brokerage 2: List Salesperson 2:

Email SP2:

(519) 881-2694 RE/MAX LAND EXCHANGE LTD Brokerage (Hanover)

RE/MAX LAND EXCHANGE LTD Brokerage (Hanover)

Brkr Phone: (519) 364-4747 SP Phone: (519) 889-1674 L/SP Cell: (519) 889-1674 Brkr Phone: (519) 364-4747

List Brokerage 3: List Salesperson 3: Email SP3: List Brokerage 4:

<u>nicole@remaxsales.ca</u>

**HEATHER KEIP, Broker** 

NICOLE SCHNURR, Salesperson

heather@remaxsales.ca

COLDWELL BANKER SAUGEEN REAL ESTATE Brokerage

SP Phone: (519) 889-1276 L/SP Cell: (519) 889-1276 Brkr Phone: (519) 881-2551 Email SP4:

List Salesperson 4: MARLENE VOISIN, Broker of Record W

mariene@saugeenrealestate.com

Prepared By: PAUL KUENEMAN, Broker WILFRED MCINTEE & CO LTD Brokerage (Walkerton)

**Full Report** 

SP Phone: (519) 881-8801

L/SP Cell: (519) 881-8801

Date Printed: 02/05/2019

All data is subject to Errors, Omissions or Revisions and is not warranted. 02/05/2019 03:38:04 PM

# Walkerton East Ridge Business Park

