



The Corporation of the Municipality of Brockton Sale of Land by Public Tender

Take Notice that tenders are invited for the purchase of land described below and will be received until 12:00 p.m. local time on Wednesday, November 13, 2019 at the Brockton Municipal Office, 100 Scott Street, Walkerton, Ontario.

The tenders will then be opened in public on the same day as soon as possible after 12:00 p.m. at the Brockton Municipal Office, 100 Scott Street, Walkerton, Ontario.

Description of Lands:

Municipal Address: part of Joseph Street, Walkerton, Ontario

Legal Description: PT ST. JOSEPH ST PL 106 LYING S OF 3R4068 & WK14045; Brockton

Tender Submissions:

Tenders must be submitted in the prescribed form and must be accompanied by a money order or bank draft or certified cheque by a bank or trust company payable to the Municipality of Brockton representing a deposit of twenty percent (20%) of the tendered amount. The successful tender, if any, will be required to pay the full amount tendered plus applicable land transfer tax and HST, as well as the legal fees charged by the Municipal Solicitor for the Municipality of Brockton for completing the transfer. Failing to do so will result in the successful tenderer forfeiting the deposit to the Municipality of Brockton.

The transaction shall be completed by no later than 5:00 p.m. on the 13th day of December, 2019, or as otherwise agreed upon by the parties' lawyers, acting reasonably.

The successful tenderer will be required to install curbstop (at the Buyer's expense) on municipal road allowance along McGivern Street within ten (10) months of the closing of the transaction.

Instruction to Tenderers:

All tenders must be sealed and submitted using the attached form to the Municipality of Brockton Municipal Office located at 100 Scott Street, Walkerton, Ontario at or before **12:00 p.m. local time on Wednesday, November 13, 2019**. The tender must be typewritten or legibly handwritten in ink and submitted care of the Clerk for the Municipality of Brockton, and can be submitted in person, by courier or by mail.

The transaction shall be completed by no later than 5:00 p.m. on **the 13th day of December, 2019**, or as otherwise agreed upon by the parties' lawyers, acting reasonably.

Tender Requirements:

Tenders must be submitted in the prescribed form and must be accompanied by a deposit in the form of a money order or bank draft or certified cheque by a bank or trust company payable to the Municipality of Brockton for twenty percent (20%) of the full tender amount. The successful tender, if any, will be required to pay the full amount tendered plus applicable land transfer tax and HST (or provide the Warranties described below), as well as the legal fees charged by the Municipal Solicitor for the Municipality of Brockton for completing the transfer. The twenty percent (20%) deposit will be forfeited if the successful tenderer, if any, does not pay the balance of the tendered amount, any land transfer tax, HST and the legal fees described above prior to the closing date of the transaction on December 13, 2019.

Warranties:

Alternatively to including applicable HST with the tender, the Buyer may provide a warranty by way of a Statutory Declaration that the Buyer is registered under the *Excise Tax Act, R.S.C., 1985, c. E-15* ("ETA") together with a copy of the Buyer's ETA Registration; a Warranty by way of Statutory Declaration that the Buyer shall self-assess after closing, remit any HST payable and file the prescribed form to the Receiver General of Canada; and a Warranty by way of a Statutory Declaration that the Buyer shall indemnify and save harmless the Seller in respect of any and all HST, interest, costs and penalties payable for the transaction.

The forgoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, the Seller agrees to certify on or before closing that the transaction is not subject to HST.

Acknowledgments and Agreements:

The Buyer acknowledges and agrees that they are acquiring the Property without any agreement, representation or warranty from the Seller, either expressed or implied, as to the condition of the Property, the subsoil, environmental matters, condition of any structure, if any, or any other matters respecting the Property and without any obligation on the part of the Seller (except as required by law) to inform or advise the Buyer regarding the fitness or suitability of the Property for any use intended by the Buyer.

The Buyer accepts full responsibility for all conditions related to the Property and the Buyer shall comply with all orders relating to the conditions of the Property issued by any competent governmental authority, court or administrative tribunal, including any order issued against the Seller.

The Buyer shall be responsible for and hereby indemnifies and saves harmless the Seller from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards including awards of costs, that may arise as a result of the condition of the Property, any order issued in connection with the condition of the Property, or any loss, damage or injury caused either directly or indirectly as a result of the condition of the Property.

The Buyer covenants and agrees that if they obtain any environmental reports, such reports and the information contained therein is strictly confidential and the Buyer represents and warrants that neither the Buyer nor its employees or agents will release the reports or any of the information contained therein to any other individual, or corporation, or to any other federal, provincial or municipal agency or institution or to any other governmental body, domestic or foreign, without the express written consent of the Seller, and the Buyer shall refuse all requests for such reports or information in the absence of the Seller's express written consent, unless compelled to do so by competent judicial or administrative authority.

The provisions herein shall not merge and shall survive the closing of this transaction of the Property and shall be a continuing obligation of the Buyer. The Buyer shall not assign this Agreement without the express written consent of the Seller; which consent may be arbitrarily withheld at the Seller's sole discretion.

If the Seller consents to an assignment, the Buyer shall cause the Assignee and the Buyer to covenant in writing in favour of the Seller to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Buyer shall not be released from their liabilities and obligations hereunder in the event of an assignment.

The Buyer hereby acknowledges and confirms that they are aware they have the right to obtain and consult an independent lawyer prior to signing this Agreement of Purchase and Sale with the Seller.

By signing this Agreement, the Buyer hereby:

- (a) Expressly confirms they have exercised their right to independent legal review or expressly waives their right to seek independent legal advice; and
- (b) Confirms they fully understand the nature and effect of this Agreement of Purchase and Sale and are executing the Agreement voluntarily and free of any fear, threat, compulsion or inducement by any other person.

This Offer is conditional upon the Seller receiving authorization and approval of this Agreement of Purchase and Sale by way of a By-Law properly enacted by the Council of The Corporation of the Municipality of Brockton.

The Vendor and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by the Buyer is or will be lawful except as may be specifically provided for in this document.

The Buyer hereby acknowledges accepting title to the Property as is, and that by submitting a tender the Buyer shall be conclusively deemed to have accepted the Vendor's title to the Property. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property or supported hereby other than as expressed herein in writing.

The Buyer hereby acknowledges and agrees that the Buyer will be required to install curbstop (at the Buyer's expense) on municipal road allowance along McGivern Street within ten (10) months of the closing of the transaction.



The Corporation of the Municipality of Brockton Tender to Purchase

Name: Fiona Hamilton, Clerk
Address: Municipality of Brockton 100 Scott Street P.O. Box 68, Walkerton, ON N0G 2V0
Inquiries: Please contact Fiona Hamilton, Clerk by phone at 519-881-2223 Ex.t 124, or email fhamilton@brockton.ca

RE: Sale of Land

Part of Joseph Street, Walkerton, Ontario N0G 2V0; PIN 33198-0038 (LT); PT ST. JOSEPH ST PL 106 LYING S of 3R4068 & WK14045; Brockton.

1. I/we hereby tender to purchase the land described above for the amount of \$_____ (_____ dollars) in accordance with the terms and conditions of the *Municipal Act, 2001* and the Instructions to Tenderers.
2. I/we understand that this tender must be received by the Clerk's Office no later than 12:00 p.m. local time on November 13, 2019, and that in the event of this tender being accepted, I/we shall be notified of its acceptance.
3. I/we enclose a deposit in the form of a certified cheque/bank draft/money order for the sum of \$_____ (_____ dollars) in favour of The Corporation of the Municipality of Brockton representing a deposit of twenty percent (20%) of the tendered amount which will be forfeited if I/we are the successful tenderer(s) and I/we do not pay the balance of the tendered amount, any land transfer tax and HST (or provide the HST warranties) and the legal fees charged by the Municipal Solicitor for completing the transaction on behalf of the Municipality of Brockton prior to the closing date of the transaction on **December 13, 2019.**
4. **The Buyer hereby acknowledges and agrees that the Buyer will be required to install curbstop (at the Buyer's expense) on municipal road allowance along McGivern Street within ten (10) months of the closing of the transaction.**

This tender is submitted pursuant to the *Municipal Act 2001*.

Dated at _____ this _____ day of _____, 2019.

Name of Tenderer: _____

Address of Tenderer: _____

Email: _____ Phone: _____

Personal information contained on this form, collected pursuant to the *Municipal Act, 2001*, and regulations thereunder will be used for the purposes of that Act. Inquiries should be directed to the Freedom of Information and Privacy Coordinator at the organization responsible for the procedures under that Act. Personal Information contained on this form will be included in a public document posted on the Municipality of Brockton's website.

Property Information

Municipality	Municipality of Brockton
Municipal Location	Part of Joseph Street, Walkerton, Ontario
Property Identification Number	33198-0038 (LT)
Legal Description	PT ST. JOSEPH ST PL 106 LYING S OF 3R4068 and WK14045; Brockton
Is the property on a lake or bay or a river?	No
Is the property accessible by a public or private road or a right-of-way?	Public Road Access – McGivern Street
Is there a house on the property?	No
Is there some other structure on the property?	No



Maps and pictures are provided as a courtesy only and the Municipality makes no warranties as to the accuracy of this information. Boundaries on aerial photos may be skewed.