

# The Corporation of the Municipality of Brockton



## By-Law 2019-149

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### Being a By-Law to Accept a Tender from 2131313 Ontario Ltd for the Purchase of Lands Known as Joseph Street, Walkerton in the Municipality of Brockton

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**Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 5(3), as amended, provides that a municipal power, including a municipality's capacity rights, powers and privileges under section 9; shall be exercised by By-Law;

**And Whereas** the *Municipal Act, 2001, S.O. 2001, c. 25*, Section 270(1), as amended, provides that a municipality may adopt and maintain policies regarding the sale and other disposition of surplus land;

**And Whereas** By-Law 2007-87 – Disposition of Real Property establishes procedures regarding the disposition of real property for The Corporation of the Municipality of Brockton, and is desirous in declaring particular lands to be surplus to the needs of the Municipality;

**And Whereas** By-Law 2007-90 establishes the notice requirements for The Corporation of the Municipality of Brockton;

**And Whereas** the Council for the Corporation of the Municipality of Brockton Council deems it expedient to accept a tender from 2131313 Ontario Ltd for the purchase of land known as Joseph Street, Walkerton, Ontario and legally described as PT ST. JOSEPH ST PL 106 LYING S OF 3R4068 & WK14045; BROCKTON, bearing parcel identifier number 33198-0038 (LT) within the Municipality of Brockton;

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

- 1.0 That the Council of the Corporation of the Municipality of Brockton hereby accepts the Tender of 2131313 Ontario Ltd in the amount of \$5,000 plus H.S.T. for the purchase of Joseph Street, Walkerton as described in the attached Schedule "A" to this By-Law.
- 2.0 That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Municipality of Brockton, any contracts and other documents required to authorize such purchase to proceed, and to affix the corporate seal of the Municipality of Brockton.
- 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 "Joseph Street, Walkerton Tender Acceptance By-Law".

**Read, Enacted, Signed and Sealed this 26th day of November, 2019.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton



## 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 Ext. 124, or email [fhamilton@brockton.ca](mailto: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 \$ 5000.00 ( Five thousand 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 \$ 1000.00 ( One thousand 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 Walkerton this 12th day of November, 2019.

Name of Tenderer: 2131313 Ontario Ltd

Address of Tenderer: 220 Ridout Street  
Walkerton, ON, N0G 2V0

Email: troygreat@wightman.ca Phone: 519-881-2617

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.

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.**