



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: 2116 Victoria Road, Kirkfield

Legal Description: Part of Lot 5, Concession 1, in the Geographic Township of Bexley, City of Kawartha Lakes, being All of PIN: 63115-0063 (LT)

Roll Number: 165134002007700

MLS # 631150063

Dimensions: Approximately 18.29 metres (60 feet) of frontage on Victoria Road by a depth of 33.33 metres (109 feet)

Zoning: RG Rural General

Municipal Services: Municipal water and sewer not available

Current market value: \$20,000.00

Additional Costs: Appraisal: \$1,437.36, Survey: \$2,852.01, Staff Time: \$1,500.00, Advertising: \$299.32, Real Estate Listing Fee: \$565.00, Real Estate Commission: \$573.07 and Legal Fees: \$2,000.00+/-

Listing Price: \$29,200.00

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.

If you have any questions please do not hesitate to contact **Realty Services at 705-324-9411 extension 1261, or realtyservices@kawarthalakes.ca**

Laura Carnochan
Law Clerk – Realty Services
City of Kawartha Lakes
P.O. Box 9000, 12 Peel Street
Lindsay, ON K9V 5R8

PART 7 - RURAL GENERAL (RG) ZONE

7.1 USES PERMITTED

7.1.1 No person shall hereafter change the use of any building, structure or land or erect or use any building or structure, in a Rural General (RG) Zone, except for the following uses:

7.1.1.1 Agricultural or forestry uses

7.1.1.2 Agricultural produce storage facility; market garden farms; seasonal fruit, flower or farm produce outlet

7.1.1.3 Riding or Boarding stables

7.1.1.4 Nurseries or Commercial greenhouses

7.1.1.5 Farm Implement Dealer

7.1.1.6 One Single Detached Dwelling

7.1.1.7 Home Occupation

7.1.1.8 Uses, buildings or structures accessory to another permitted use within Section 7.1

7.1.1.9 Bed and Breakfast Establishment

7.1.1.10 Cemeteries

7.1.1.11 Wayside Pit or Quarry

7.1.1.12 Kennels

7.1.1.13 Portable Asphalt Plant located within a wayside pit or quarry.

7.1.1.14 A firewood splitting operation.

7.1.1.15 Seasonal Farm Residential Use subject to Section 3.21 in the General Provisions. B/L 2007-289

7.2 ZONE PROVISIONS

7.2.1 No person shall hereafter change the use of any building, structure or land or erect or use any building or structure, in a Rural General (RG) Zone, except in conformity with the following zone provisions:

7.2.1.1	Lot Area (min.)	25 ha
7.2.1.2	Lot Frontage (min.)	230 m
7.2.1.3	Yard Requirements (min.)	
	(a) front	30 m
	(b) interior side	9 m
	(c) exterior side	15 m
	(d) rear	25 m
7.2.1.4	Lot Coverage (max.)	5 %
7.2.1.5	Building Height (max.)	
	(a) Building accessory to a farm	No restriction
	(b) All others	10 m
7.2.1.6	Gross Floor Area per dwelling (min.)	60 sq. m
7.2.1.7	(a) Notwithstanding subsections 7.1.1 and 7.2.1 where a lot is created by consent such lot shall only be used in accordance with Sections 10.1 and 10.2 of this By-law but shall not exceed a lot area of 2.0 hectares.	
	(b) Where a lot existed prior to the date of passage of this by-law and is located in the RG Zone, a building or structure may be erected provided the use is permitted pursuant to Sections 7.1 and 10.1, and article 7.2.1.9, and, provided the zone provisions of section 10.2 are complied with.	
7.2.1.8	In the case of an accessory building being used for the parking or storage of school buses or commercial motor vehicles on a lot in a Rural General zone, the maximum height of such building shall be 5 metres and the total floor area for all accessory buildings on the lot shall not exceed 150 square metres.	
7.2.1.9	Where an existing lot with a lot area of 2 hectares or less has less lot area or frontage than required within articles 7.2.1.1 and 7.2.1.2, the provisions of subsection 3.11.1 shall not apply to permit the establishment of an agricultural use.	
7.2.1.10	Where a lot is created by consent in a Rural General zone the retained lot shall be deemed to be an existing non-complying lot and the provisions of subsections 3.4.1 and 3.4.2 shall apply.	

7.2.1.11 Notwithstanding article 7.1.1.6 and subsection 3.18.2, a second single detached dwelling may be erected or a single detached dwelling existing at the date of passing of this By-law, may be changed to a converted dwelling having a maximum of two dwelling units provided the lot upon which it is located has a minimum lot area of 25 hectares and further provided that each dwelling unit has a minimum floor area of 60 square metres.

7.2.1.12 **KENNELS**

- (a) Notwithstanding Section 3.11 a kennel shall only be located on a lot having a minimum area of 12 ha;
- (b) Enclosed kennels shall have a minimum setback of 60 m from the nearest portion of any unenclosed dog run to a single residence located on a separate lot or 112 m to a group of three or more residences on separate lots;
- (c) Unenclosed kennels shall have a minimum setback of 150 m from the nearest portion of the kennel to a single residence located on a separate lot or 200 m to a group of three or more residences on separate lots;
- (d) No more than 40 adult dogs may be kept in a kennel at any one time;
- (e) The portion of the lot used for kennel purposes shall be fenced from adjoining properties;
- (f) For the purposes of these provisions an enclosed kennel shall mean a single building and associated fenced exercise dog runs containing separate pens or enclosures for housing individual adult dogs. An unenclosed kennel shall mean two or more open, fenced dog runs each containing a separate shelter.
- (g) The term adult dogs shall exclude offspring until weaned.

7.2.2 **PORTABLE ASPHALT PLANTS**

7.2.2.1 The establishment of a portable asphalt plant as defined within Section 2, shall be subject to the heavy industry setback provisions of articles 3.18.5.1.

7.2.3 **FIREWOOD SPLITTING OPERATIONS**

7.2.3.1 Notwithstanding article 7.2.1, a firewood splitting operation is permitted subject to the following zone provisions:

- | | | |
|-----|--|--------------------------|
| (a) | lot area (min.) | 16 ha |
| (b) | setback from a dwelling on a separate lot | 90 m |
| (c) | lot coverage (max.) inclusive of outdoor storage | 10% to a maximum of 2 ha |
| (d) | stockpile height (max.) | 3 m |
| (e) | any outdoor storage associated with a firewood splitting operation shall be subject to all yard and setback requirements provided for in article 17.2.1.3. | |

7.3 **RURAL GENERAL EXCEPTION ZONES**

7.3.1 **RURAL GENERAL EXCEPTION ONE (RG-1) ZONE**

7.3.1.1 Notwithstanding articles 7.2.1.1 and 7.2.1.2 on land zoned "RG-1" the minimum lot area shall be 2.8 hectares and the minimum lot frontage shall be 55 metres.

7.3.2 **RURAL GENERAL EXCEPTION TWO (RG-2) ZONE**

7.3.2.1 Notwithstanding articles 7.2.1.1 and 7.2.1.2 on land zoned "RG-2", the minimum lot area shall be 6 hectares and the minimum lot frontage shall be 150 metres.

7.3.3 **RURAL GENERAL EXCEPTION THREE (RG-3) ZONE**

7.3.3.1 Notwithstanding subsection 7.1.1, land zoned "RG-3" may only be used for the following uses:

- (a) Agricultural or Forestry Uses

7.3.4 **RURAL GENERAL EXCEPTION FOUR (RG-4) ZONE**

7.3.4.1 Notwithstanding subsection 7.2.1, article 7.2.1.2, land zoned "RG-4" shall be subject to the following zone provisions:

- | | | |
|-----|---------------------|---------|
| (a) | Lot Frontage (min.) | 152.4 m |
|-----|---------------------|---------|

7.3.5 **RURAL GENERAL EXCEPTION FIVE (RG-5) ZONE**

7.3.5.1 Notwithstanding subsection 7.1.1, on land zoned 'RG-5' only existing uses and landscaping, screening, and conservation uses shall be permitted.

7.3.6 **RURAL GENERAL EXCEPTION SIX (RG-6) ZONE**

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: 2116 Victoria Road, Kirkfield legally described as Part of Lot 5, Concession 1, in the Geographic Township of Bexley, City of Kawartha Lakes (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.
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 waive, 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.

27. **ELECTRONIC SIGNATURES:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

DATED at _____, this ____ day of _____, 2017.

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 _____, 2017.

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: _____, 2017

On behalf of the Purchaser
Dated: _____, 2017

Vendor's Lawyer:

Purchasers' Lawyer:

Heather E. Richardson
Staples & Swain
Barristers, Solicitors & Notaries
10 William Street South
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