



THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

PROPERTY SALE

Concession 14 Part Lot 16 RP17R2139 Part 1 and Concession 13 Part Lot 16 RP16R8220 Part 1, Geographic Township of Proton, Township of Southgate, County of Grey, alternately known as 225604 Southgate Road 22

REQUEST FOR PROPOSALS

This package includes the following documents:

*Notice of Sale by Public Tender
Property Summary
Agreement of Purchase and Sale
Offer Form*

If your package is missing any of the above noted documents or you have any questions regarding this sale of land, please contact one of the undersigned:

For questions relating to the sale process directly please contact the undersigned:

Lindsey Green, Clerk
lgreen@southgate.ca
519-923-2110 ext. 230

For questions relating to the lands and the aggregate license please contact the undersigned:

Jim Ellis, Public Works Manager
jellis@southgate.ca
519-923-2110 ext. 250



SALE OF LANDS BY PUBLIC TENDER

The Corporation of the Township of Southgate invites offers to purchase for the following properties, which are owned by the Township and have been declared surplus to the needs of the Township:

Concession 14 Part Lot 16 RP17R2139 Part 1 and Concession 13 Part Lot 16 RP16R8220 Part 1, Geographic Township of Proton, Township of Southgate, County of Grey, alternately known as 225604 Southgate Road 22

Property Information

The properties are located at 225604 Southgate Road 22, also known as the "Proton Pit". Please see the below key map for detail (blue outlined):



The properties are being sold collectively and in an "as is" condition, without any representations or warranties from the seller. The buyer agrees to take the property titles "as is" and should therefore do their own due diligence prior to submitting an Offer to Purchase.

The purchaser shall take notice that the properties will be sold with the Ministry of Natural Resources and Forestry Aggregate License numbers 4877 and 4898 **intact** and will be transferred to the successful purchaser. Note that the underwater extraction has been completed at the site.

The purchaser shall take further notice that the sale of the lands does **NOT** include the road access that is established through the Concession 16, Lot 17 property that runs into the Concession 13, Lot 16 property. Road access is highlighted below (red outlined):



A property summary providing additional information, along with the agreement of purchase and sale, is included with this package and available at the Township of Southgate Administration Office, 185667 Grey County Road 9, Dundalk Ontario N0C 1B0.

The Township of Southgate makes no representations or warranties as to the accuracy or completeness of any information provided to purchasers and such purchasers acknowledge that any information provided by the Township of Southgate or any of its advisors or representatives is subject to the purchaser's verification and such purchaser will not hold the Township of Southgate or its advisors or representatives liable, or make any claims against them, based upon the inaccuracy or incompleteness of any such information. Except for the specific representations and warranties for the Township of Southgate contained in the Agreement of Purchase and Sale:

- a. The Purchaser acknowledges that they are acquiring the Properties in an "as is" condition and that the Vendor gives no representation or warranties with respect to the Property whatsoever including, but not limited to, the existing physical conditions of this Property, environmental conditions, fitness for any purpose, or the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Property.

Conditions of Sale

1. All offers must be submitted on the Township's form, included below, or may be obtained at the Corporation of the Township of Southgate Administration Office, 185667 Grey County Road 9, Dundalk Ontario N0C 1B0 and must be received via email to tenders@southgate.ca or lgreen@southgate.ca or mailed or dropped off at the Township Office before 2:00 p.m. on **Tuesday, May 7, 2024 at 2:00 p.m.** in a sealed envelope clearly marked "RFP – Proton Pit, 225604 Southgate Road 22", and must include the following:
 - a. Agreement of purchase and sale
 - b. Minimum deposit of 10% of the purchase price, by certified cheque payable to the Corporation of the Township of Southgate
2. A minimum bid price of \$475,000.00 has been established.
3. The Township may choose to not accept any offer received and reserves the right to negotiate with any Purchaser.
4. The Purchaser shall be responsible to retain a solicitor to complete the transaction at its cost and must provide the Township with the name of the solicitor within ten (10) days of acceptance of the Purchaser's Offer.
5. The Purchaser shall be required to enter into an Aggregate Licence Transfer Agreement and execute any other documents to give effect to the transfer of the Aggregate Licences to the satisfaction of the Township and MNRF.

Please note the following property summary should be read in conjunction with the Agreement of Purchase and Sale.

Dated at the Township of Southgate this 8th day of April 2024.

Lindsey Green, Clerk
Township of Southgate,
185667 Grey County Road 9, Dundalk, Ontario N0C 1B0
Phone: 519-923-2110 ext. 230 Email: lgreen@southgate.ca



The Corporation of the Township of Southgate

**Property Summary/Request for Proposals information
225604 Southgate Road 22**

Legal Description: Concession 14 Part Lot 16 RP17R2139 Part 1 and Concession 13 Part Lot 16 RP16R8220 Part 1, Geographic Township of Proton
Roll Number: 42-07-090-002-14800-0000 and 42-07-090-003-01110-0000

Property Information:

The properties are located at 225604 Southgate Road 22, also referred to as the "Proton Pit". The properties are being sold collectively and in an "as is" condition.

The properties will be sold with the Ministry of Natural Resources and Forestry Aggregate License numbers 4877 and 4898 **intact** and will be transferred to the successful purchaser.

The sale of the lands does **NOT** include the road access that is established through the Concession 16, Lot 17 property that runs into the Concession 13, Lot 16 property.

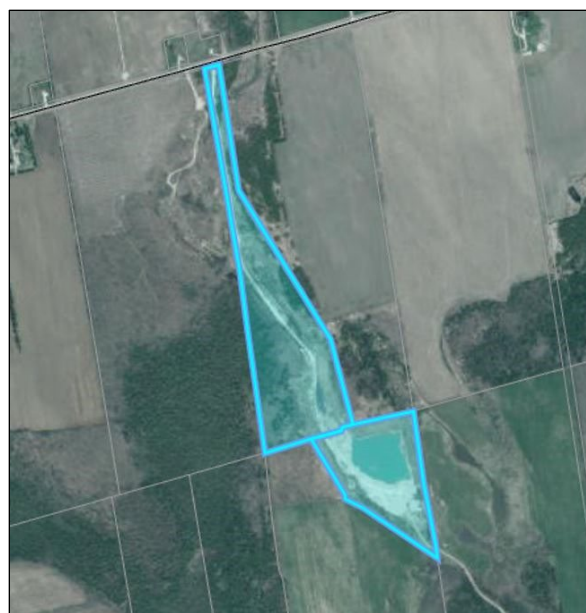
Zoning: Extractive Industrial Zone (M4) and Environmental Protection Zone (EP)

Approximate Size: 45.70 acres total (including both properties)

Pricing: Minimum bid price of \$475,000.00

Request for Proposals:

In conjunction with an offer to purchase, the Township is seeking proposals for the future use of the lands.



**AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)
this _____, 2024.**

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

(the “Vendor”)

-and-

(the “Purchaser”)

WHEREAS the Vendor is the owner, in fee simple, of lands and premises described in Schedule “A” of this agreement (the “Properties”).

AND WHEREAS the Purchaser wishes to purchase the Properties from the Vendor and the Vendor desires to sell the Properties to the Purchaser;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and promises in this Agreement, the parties agree as follows:

**SECTION I
GENERAL**

1. The Purchaser agrees to purchase the Properties and the Vendor agrees to sell the Properties according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a total Purchase Price of \$ _____ to the Vendor. The Purchase Price shall be paid as follows:
 - a) _____ (a minimum of 10% of the purchase price) is payable by the Purchaser by certified cheque or bank draft upon execution of this Agreement, to be held on an interest-free basis by the Solicitor for the Vendor as a deposit pending completion of this transaction on account of the Purchase Price on completion, or if this Agreement is not completed through no fault of the Purchaser, the deposit shall be returned to the Purchaser without interest or deduction; and
 - b) The balance of the Purchase Price, subject to adjustments and taxes, if any, shall be paid to the Vendor on the Completion Date, by certified cheque or bank draft.

**SECTION II
PURCHASE OF PROPERTIES**

3. Irrevocable Date

- a) This APS shall be open for acceptance by the Vendor until the _____, after which time, if not accepted, this offer shall be null, and void and the deposit shall be returned to the Purchaser in full without interest.

4. Deed

- a) The Vendor agrees to deed or transfer the Properties to the Purchaser subject to the terms of this Agreement.

5. Completion Date

- a) The closing of this transaction be completed no later than 5:00 p.m. on the _____ or such other date as mutually agreed upon (the "Completion Date") at which time possession of the Properties in "as is, where is" condition shall be given to the Purchaser other than as provided in this APS. The Vendor acknowledges that it has the right and authority to sell the Properties.

6. Council Approval

- a) This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001*, S.O. 2001, c.25 as amended and the approval of the Council of The Corporation of the Township of Southgate in its sole and absolute discretion by by-law. Council approval shall be obtained on or before the Completion Date, or this agreement will be null and void and the deposit returned without interest or deduction.

7. Documents, Reports and Information

- a) The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the properties except such as are in the possession or control of Vendor.

**SECTION III
CONDITIONS, REPRESENTATIONS AND WARRANTIES**

8. "As Is" Condition

- a) The Purchaser acknowledges that it is acquiring the Properties in an "as is" condition and that it must satisfy itself on or before January 27, 2023 regarding the condition of the Properties including, but not limited to, all existing physical conditions of this Properties, environmental conditions, fitness for any purpose, suitability for construction, soil bearing

capacity for any building proposed, and the availability of municipal services and utilities necessary for the Purchaser's proposed use of the Properties. The Purchaser acknowledges that the Vendor shall not be responsible for any physical deficiencies of this Properties or for any past, present or future environmental liabilities and hereby waives any claims against the Vendor in respect of any environmental liabilities on this Properties. The Purchaser agrees to sign a release and indemnity in favour of the Vendor on or before closing with respect to matters set out in the preceding sentence. If the Purchaser is for any reason whatsoever dissatisfied with the Properties, it shall deliver written notice to that effect to the Vendor by no later than the time specified herein, and this Agreement shall be terminated and the deposit shall be returned to the Purchaser without interest or deduction. If the Vendor is notified that the condition of the Properties is not satisfactory, then the Purchaser shall, prior to receiving its deposit monies back and prior to being entitled to a full release from the Vendor with respect to this Agreement, restore the Properties to its original condition as it existed prior to such testing or inspection by the Purchaser, at the Purchaser's sole expense. If the Purchaser fails to deliver written notice to the Vendor within the time specified herein regarding this condition, this condition shall be deemed to have been waived by the Purchaser.

- b) The Purchaser acknowledges that the property described as PT LT 16 CON 13 PROTON PT 1 16R8220 & AS IN R357718 T/W R357718; SOUTHGATE is a land-locked parcel of land without frontage or direct access onto a municipal highway. The Purchaser further acknowledges and agrees to consolidate both parcels of land described in Schedule "A" into a single parcel pursuant to paragraph 14.b) below.

9. Investigation by the Purchaser

- a) The Purchaser acknowledges having inspected the Properties prior to executing the APS and understands that upon execution by the parties of this APS, and subject to any conditions herein, there shall be a binding agreement of purchase and sale between the Purchaser and the Vendor. It shall be the Purchaser's responsibility to provide, at its own expense, any soil bearing capacity tests or environmental inspection, as may be required or desired, and the Vendor shall grant the Purchaser access for such testing or inspection at all reasonable times, on reasonable notice, for the purpose of conducting reasonable inspections.

10. Future Use

- a) The Vendor and the Purchaser agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Properties by the Purchaser are or will be lawful except as may be specifically stipulated elsewhere in this Agreement.

11. Properties Not for Resale

- a) The Purchaser covenants that it is purchasing the Properties for the operation of a gravel pit and vacant land and not for resale purposes.

**SECTION IV
PRIOR TO COMPLETION DATE**

12. Purchaser May Inspect the Properties

- a) The Purchaser, its agents and contractors shall be permitted to inspect the Properties as frequently as is reasonably necessary between the date of acceptance hereof and the Completion Date at reasonable times and upon reasonable notice to the Vendor.

13. Insurance

- a) Pending closing, the Vendor shall hold all insurance policies and the proceeds thereof in trust for the parties as their interest may appear and in the event of damage to the Properties. The Purchaser may elect to either receive the proceeds of the insurance and complete the purchase or to cancel the APS and have all the deposit monies paid to the Vendor returned together with all interest earned thereon without deduction.

**SECTION V
COMPLETING THE TRANSACTION**

14. Deed

- a) The Deed or Transfer of the Properties will be prepared at the expense of the Purchaser in a form acceptable to the solicitors for the Purchaser and the Purchaser will pay all Land Transfer Tax, Harmonized Sales Tax, surveying and other costs in connection with the registration of it.
- b) The Purchaser agrees, at its cost, to register an Application to Consolidate Parcels to consolidate both parcels described in Schedule "A" into a single property within 30 days of the Completion of this transaction. The provisions of this paragraph shall survive Closing.

15. Electronic Registration

- a) The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c.L.4 as amended. The parties acknowledge and agree that the delivery and release of documents may, at the discretion of the lawyer: a) not occur contemporaneously with the registration of the transfer/deed and other registerable documentation, and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the lawyers entered into in the form of the Document Registration Agreement adopted by the Joint LSUC-OBOA Committee on Elective Registration of Title Documents.

16. Examination of Title

- a) Title to the Properties shall be good and marketable and free from all encumbrances except for any service easements or rights-of-way to be reserved in favour of the Vendor and for any easements or rights-of-way registered on title and any minor encroachments shown on the survey or Reference Plan delivered to the Purchaser.
- b) The Purchaser is allowed ten (10) days from the execution of the APS to examine the title to the Properties. If on or before this date the Purchaser furnishes the Vendor in writing with any valid objections: to the title; to any undisclosed outstanding work orders; to undisclosed non-compliance with the municipal by-laws or covenants and restrictions which run with the land and cannot be resolved before the Completion Date; as to any objection of which the Vendor shall be unable to remedy or correct by the Completion Date and which the Purchaser will not waive, then this APS shall, notwithstanding any intermediate acts or negotiations, be terminated and the deposit shall be returned to the Purchaser without deduction and the Vendor and the Purchaser shall not be liable for any costs, damages, compensation or expenses.

17. Vendor to Discharge all Encumbrances

- a) The Vendor agrees to obtain and register at its own expense, on or before the Completion Date, a discharge of all liens, encumbrances, agreements and mortgages now registered against the Properties and not assumed by the Purchaser. The Vendor further covenants and agrees to discharge, on or before the Completion Date, any and all liens, chattel mortgages, assignments or any other security interest given by the Vendor against its personal property.

18. Adjustments

- a) The Vendor agrees that all security deposits, if any, held by the Vendor including interest thereon shall be credited to the Purchaser in the Statement of Adjustments prepared for the Completion Date.
- b) Any rents, mortgage, interest, taxes, local improvements, water and assessment rates shall be apportioned and allowed to the Completion Date, the day itself to be apportioned to the Purchaser.
- c) The Purchaser agree that the Vendor's legal fees and costs in connection with the completion of this transaction shall be paid by the Purchaser and reflected on the statement of adjustments to be paid on Closing.
- d) The Purchaser agree the Harmonized Sales Tax shall be collected at Closing and reflected on the statement of adjustments subject to the provisions of paragraph 21 below.

19. Deliveries by the Vendor to the Purchaser on Closing

- a) The Vendor covenants and agrees to deliver to the Purchaser on the Completion Date, all

such deliveries to be a condition of the Purchaser's obligation to close this transaction, the following:

- i) a transfer/deed of the Properties;
- ii) any survey or reference plan of the Properties in the possession of the Vendor;
- iii) a Statutory Declaration by an authorized officer of the Vendor stating that accurateness and truthfulness of all of the representations and warranties;
- iv) a Statutory Declaration by an authorized officer of the Vendor as to possession of the Properties in a form acceptable to the solicitors for the Purchaser;
- v) a Statutory Declaration by an authorized officer of the Vendor that it is not now, and upon completion will not be, a "non-resident person" within the meaning and for the purpose of Section 116 of the Income Tax Act, R.S.C., 1985, c. 1 (5th Supp.) as amended;
- vi) certified copies of all appropriate Certificates, By-Laws and other documents of Vendor authorizing the transaction herein; and,
- vii) such further documentation and assurances as the Purchaser may reasonably require to complete the transaction contemplated by the APS.

20. Harmonized Sales Tax

- a) The parties hereto acknowledge and agree that the transaction contemplated herein is subject to the Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C., 1985, c. E-15 (the "Act") and that the Purchase Price does not include HST. The Vendor shall provide the Purchaser with its HST Business Number. The Purchaser shall pay to the Vendor any HST imposed under the Act payable in connection with the transfer of the Properties to the Purchaser, or as it may direct, unless the Purchaser or its nominee, or its assignee, provides:
 - i) a certificate on or before the Completion Date containing a representation and warranty to the Vendor that:
 - (1) it is registered for the purpose of the HST on the Completion Date and specifying the HST registration number;
 - (2) it will self-assess the HST on its GST/HST return or file the prescribed form pursuant to subsection 228(4) of the Act in connection with the purchase of the Properties;
 - (3) the Properties transferred pursuant to this APS is being purchased by the Purchaser, or its nominee or assignee, as principal for its own account and is not being purchased by the Purchaser as agent, trustee or otherwise on behalf of or for another

person, and does not constitute a supply of residential complex made to an individual for the purpose of paragraph 221 (2)(b) of the Act;

(4) an indemnity, indemnifying and saving harmless the Vendor from any HST payable on this transaction and penalty and interest relating to HST; and,

(5) a notarial true copy of its HST registration confirmation.

SECTION VI MISCELLANEOUS

21. Entire Agreement

- a) There is no representation, warranty, collateral agreement or condition affecting this Agreement or the Properties other than expressed herein.

22. Tender

- a) Any tender of documents or moneys hereunder may be made upon the solicitor acting for the party upon whom tender is desired, and it shall be sufficient that a negotiable, certified cheque may be tendered instead of cash.

23. Time of Essence

- a) Time shall be of the essence of this Agreement.

24. Planning Act

- a) This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, c. P.13, as amended are complied with.

25. Notices

- a) All notices in this Agreement shall be in writing and shall be deemed to have been given if delivered by hand or mailed by ordinary mail, postage prepaid, addressed to the solicitor for the person to whom such notice is intended to be given at the following address:

Solicitors for the Vendor:

Patrick J. Kraemer, Lawyer

Kraemer LLP

904-50 Queen Street North

Kitchener, ON N2H 6P4

patrick@kraemerllp.com

Phone # - 519-954-1965

Fax # - 519-954-1966

Solicitor for the Purchaser:

If mailed, such notices must also be given by facsimile transmission on the date it was so mailed. If so given, such notices shall be deemed to have been received on the first businessday following the date it was delivered or marked mailed out.

26. Successors and Assigns

a) The Purchaser shall be not be permitted to assign any and all of its right, title and interest in and to this APS. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

27. Schedules

a) Schedule "A" Description of the Properties shall form an integral part of this Agreement.

28. Counterpart

a) This agreement may be signed in any number of counterparts, each of which is considered to be an original, and all of which are considered to be the same documents.

29. Severability

a) If any provision of this Agreement, or the application thereof to any circumstances, shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement, or the application thereof to other circumstances, shall not be affected, and shall be valid and enforceable.

IN WITNESS WHEREOF the parties have executed this Agreement.

The Purchaser

Name:

Title:

I have the authority to bind the corporation.

The Corporation of the Township of Southgate (the “Vendor”)

Brian Milne, Mayor

Lindsey Green, Clerk

We have the authority to bind The Corporation of the Township of Southgate

SCHEDULE "A"
Description of the Properties

ALL AND SINGULAR the following certain parcels of land and premises situated, lying and being in the Township of Southgate in the County of Grey, being comprised of:

1. PT LT 16 CON 14 PROTON PT 1 17R2139; SOUTHGATE
LRO #16
PIN: 37278-0120 (LT); and,
2. PT LT 16 CON 13 PROTON PT 1 16R8220 & AS IN R357718 T/W R357718;
SOUTHGATE
LRO #16
PIN: 37278-0149

**Township of Southgate
Administration Office**
185667 Grey County Road 9
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll-Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca
Email: info@southgate.ca

The Corporation of the Township of Southgate

OFFER FORM - CONFIDENTIAL

Subject Lands: Concession 14 Part Lot 16 RP17R2139 Part 1 and Concession 13 Part Lot 16 RP16R8220 Part 1, Geographic Township of Proton, Township of Southgate, County of Grey, alternately known as 225604 Southgate Road 22

Name(s): _____

Address: _____

Phone Number: _____

Offer price of Lands: \$ _____

Signature: _____

Date: _____

By submitting an offer to purchase the lands described above, does not automatically mean your offer will be accepted by Council. If your offer is accepted by Council, you will be required to enter into a Purchase and Sale Agreement with the Corporation of the Township of Southgate.

An offer of purchase must be received by the Township of Southgate no later than **2:00 PM on Tuesday, May 7, 2024**, by email to tenders@southgate.ca or lgreen@southgate.ca, by mail or dropped off to 185667 Grey County Road 9, Dundalk, Ontario, N0C 1B0, in a sealed envelope clearly marked "RFP – Proton Pit, 225604 Southgate Road 22", and must include the following:

- a. Agreement of purchase and sale
- b. Minimum deposit of 10% of the purchase price, by certified cheque payable to the Corporation of the Township of Southgate

The personal information provided on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). The information you provide will be used to for contact purposes but is otherwise considered confidential. Questions about the collection of personal information and its use can be directed to the Clerk's Department 519-923-2110 ext. 230.