



THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

PROPERTY SALE

*Road Allowance between Lots 17 and 18, Concession 14,
Geographic Township of Proton, Township of Southgate, County
of Grey*

REQUEST FOR OFFERS

This package includes the following documents:

*Notice of Sale by Public Tender
Property Summary
Template 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 the undersigned:

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

Note: You are receiving this package as a landowner(s) of an abutting property to the property known as the road allowance between Lots 17 and 18, Concession 14, Geographic Township of Proton, Township of Southgate, County of Grey.

SALE OF LAND BY PUBLIC TENDER
THE CORPORATION OF THE TOWNSHIP OF SOUTHGATE

The Corporation of the Township of Southgate (the "Corporation") invites Offers to Purchase for the following property, which is owned by the Township and has been declared surplus to the needs of the Township:

**Part of the Road Allowance between Lots 17 and 18, Concession 14,
(PART of PIN 37278-0159)**

**(subject to being surveyed upon acceptance of an Agreement of Purchase
and Sale from the Corporation), Geographic Township of Proton, Township
of Southgate, County of Grey**

Property Information

The property is located between Lots 17 and 18, Concession 14, Geographic Township of Proton. Please see the below key map for detail: (red outlined)



This property is to be sold in an "as is" condition, without any representations or warranties from the seller. The buyer further agrees to take the property title "as is" and should therefore do its own due diligence prior to submitting an Agreement of Purchase and Sale to Purchase as there will be no opportunity to make any title requisitions once an Agreement of Purchase and Sale has been accepted by the Corporation.

A survey of the lands is required for the sale. The buyer agrees that all expenses related to obtaining a land survey, by a qualified Ontario Land Surveyor will be at the sole expense of the buyer. The Corporation shall arrange for a survey to be conducted once and if an Agreement of Purchase and Sale has been accepted by it.

A property summary providing additional detailed information, along with a template agreement of purchase and sale, is included with this package or is 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 by the Township of Southgate contained in the Agreement of Purchase and Sale, The Purchaser acknowledges that they are acquiring the Property 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, July 29, 2025**, in a sealed envelope clearly marked "Offer to Purchase, Road Allowance between Lots 17 and 18, Concession 14, Proton", 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. The Township has received an appraised market value of the lands being **\$19,230.00**. The Township will entertain all Offers submitted.
3. The Township may choose to not accept any Offer received and reserves the right to negotiate with any Purchaser. The Township shall not be responsible for any Purchaser's costs resulting from its preparation of an Offer.
4. The Purchaser shall be responsible to pay the costs of a land survey, if required. The Purchaser shall be responsible to pay all of the Township's costs relating to this Transaction.
5. The Closing Date shall take place fifteen days (15) Business days after the availability of registered survey in the Land Registry with a legal description of the lands being dealt with herein in registerable form, or such later date as may be required for approval by the Township's Municipal Council pursuant to section 270 of the Municipal Act, or otherwise as the parties may agree.
6. 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 Agreement of Purchase and Sale.

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 4th day of July, 2025

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

Road Allowance between Lots 17 and 18, Conc 14, Proton

Property Information:

This property is the unopened road allowance located between Lot 17 and Lot 18, Concession 14, Geographic Township of Proton. This road allowance section runs along the west side of the property identified as 225682 Southgate Road 22.

This property is to be sold in an "as is" condition, without any representations or warranties from the seller.

Zoning:

Agricultural (A1) and Environmental Protection (EP) Zones, and all other applicable provisions of the Township of Southgate Zoning By-law 19-2002, as amended.

Approximate Size:

6.41 acres (approx.)

Pricing:

The Township of Southgate has received an opinion of market value for the subject property of \$19,230.00. The Township will entertain all offers submitted.



AGREEMENT OF PURCHASE AND SALE (the “Agreement” or “APS”)

this 22nd day of July, 2025.

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 and depicted on the sketch attached hereto this Agreement (the “Property”).

AND WHEREAS the Purchaser wishes to purchase the Property from the Vendor and the Vendor desires to sell the Property 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 Property and the Vendor agrees to sell the Property according to the terms of this Agreement.
2. In consideration of the agreement referred to in the preceding paragraph, the Purchaser shall pay a Purchase Price of \$_____ to the Vendor. HST shall be in addition to the Purchase Price. The Purchase Price shall be paid as follows:
 - a) **DEPOSIT:** \$_____ (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 PROPERTY

3. Irrevocable Date

This PSA shall be open for acceptance by the Vendor until 5:00 pm, August 7, 2025 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

The Vendor agrees to deed or transfer the Property 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 fifteenth (15) Businessday (excluding Saturdays, Sundays, and statutory holidays observed in the Province of Ontario) after the Vendor's Counsel notifies the Purchaser of the availability of registered a survey in the Land Registry with a legal description of the lands being dealt with herein in registerable form;
- b) or such other date as mutually agreed upon (the "Completion Date");

at which time possession of the Property 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 Property.

6. Council Approval

This transaction is subject to compliance with Section 270 of the *Municipal Act, 2001* as amended and is conditional upon the approval of this transaction by 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 at the instance of the Vendor.

7. Documents, Reports and Information

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 Vendor.

SECTION III
CONDITIONS, REPRESENTATIONS AND
WARRANTIES

8. “As Is” Condition

The Purchaser acknowledges that they are acquiring the Property in an “as is” condition and as to title and without limiting the foregoing, that the Vendor gives no representation or warranties with respect to the Property or its title 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.

9. Investigation by the Purchaser

The Purchaser acknowledges having inspected the Property and title thereto 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.

10. Future Use

It is the Purchaser’s responsibility to confirm that the Purchaser’s intended use of the Property is compliant with current zoning of it or if rezoning is necessary and other compliance requirements. Further, existing water courses or drainage ditches on the Property must be maintained and not altered to impact other landowner’s properties. The Vendor is providing no representations or warranties with respect to the zoning of the lands nor that the Purchaser’s intended use of the Property will comply with applicable laws, by-laws and regulations.

11. Assignment

- a) The Purchaser agrees that they shall not transfer, assign its rights, interests, liabilities and obligations under this Agreement without obtaining the consent of the Vendor, which may be refused at the Vendor’s sole discretion.

SECTION IV
PRIOR TO COMPLETION DATE

12. Purchaser May Inspect the Property

- a) Purchaser acknowledges having had the opportunity to inspect the property and understands that upon acceptance of the Offer there shall be a binding agreement of purchase and sale between the Purchaser and Vendor.
- b) The Purchaser shall have the right to inspect the property one further time prior to completion, at a mutually agreed upon time, provided that written notice is given to the Vendor. The Vendor agrees to provide access to the property for the purpose of this inspection.

13. Insurance

All buildings on the property and all other things being purchased shall be and remain until completion at the risk of the Vendor. Pending completion, 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, Purchaser may either terminate this Agreement and have its deposit returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion.

SECTION V COMPLETING THE TRANSACTION

14. Deed

- a) The Deed or Transfer of the Property will be prepared by the Vendor's solicitor 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 (being the subject property and the abutting lands owned by the Purchaser) into a single property within 30 days of the Completion of this transaction. The provisions of this paragraph shall survive Closing. Unless consented to by the Vendor, the Purchaser shall take title in the name of the Purchaser as named on this Agreement and shall not direct title to any other party other than the herein-named Purchaser.

15. Electronic Registration

The parties agree that the transaction shall be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act* 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 document registration agreement between the respective lawyers. The Vendor and Purchaser 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.

16. Examination of Title

Purchaser shall accept title to the Property on an as is basis and without limiting the generality of the foregoing, the Purchaser specifically accepts title subject to: (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; (c) any minor easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements including those for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services Save as to any valid objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

17. Adjustments

- a) The Vendor agrees that all security deposits, if any, held by the Vendor without 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 negotiation, preparation of request for offers, and 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 19 below.

18. 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 Property;
 - ii. any survey or reference plan of the Property in the possession of the Vendor;
 - iii. 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;

19. 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 and that HST is in addition to the Purchase Price. 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 Property 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 Property;
 3. the Property 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 true copy of its HST registration confirmation.

SECTION VI MISCELLANEOUS

20. Entire Agreement

There is no representation, warranty, collateral agreement or condition affecting this Agreement of the Property other than expressed herein.

21. Tender

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.

22. Time of Essence

Time shall be of the essence of this Agreement.

23. Planning Act

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

24. Notices

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:

Stephen Christie
Stutz Brown & Self Professional Corporation
18 Robb Blvd, Unit 8
Orangeville, ON L9W 3L2
schristie@sbslaw.ca
Phone # - 519-941-7500
Fax # - 519-941-8381

Solicitor for the Purchaser:

XX

If mailed, such notices shall be deemed to have been received on the third businessday following the date it was delivered or marked mailed out.

25. Successors and Assigns

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

26. Schedules

Schedule "A" Description of Property shall form an integral part of this Agreement.

27. Counterpart

The 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.

28. Severability

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 Property

Part of Road Allowance between Lots 17 and 18, Concession 14, (Part of PIN 37278-0159)
(subject to being surveyed), Geographic Township of Proton, Township of Southgate, County of Grey

Property depicted on the attached sketch.

Southgate Road 22



**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: Road Allowance between Lots 17 and 18, Concession 14,
Geographic Township of Proton, Township of Southgate, County of Grey

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, July 29, 2025** 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 "Offer to Purchase, Road Allowance between Lots 17 and 18, Concession 14, Proton", 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 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.