



**THE CORPORATION OF THE  
TOWN OF  
WASAGA BEACH**

**Property Sale**

**414 MOSLEY STREET**

**Tender # CLK-2021-01**

**This package includes the following documents:**

**Public Notice re : Sale**

**Property Summary**

**Agreement of Purchase and Sale**

**Schedule "A" To Agreement of Purchase and Sale**

**Copy of Reference Plan 51R-41303**

**If your package is missing any of the above noted documents please contact  
The Clerk's Office at (705) 429-3844 x 2223**

**SALE OF LAND BY PUBLIC TENDER  
THE CORPORATION OF THE TOWN OF WASAGA BEACH**

The Corporation of the Town of Wasaga Beach invites Offers to Purchase for the following property, which is owned by the Municipality:

414 Mosley Street, Wasaga Beach, ON L9Z 2J8 - PIN 58327-0138 Plan 678 PT Lot 30.

**Information on Property**

The property is located on the corner of Mosley Street and 13<sup>th</sup> Street North abutting two residential lots, and a short walk to waterfront Provincial Parkland and the sandy shores of Georgian Bay. The immediate neighbourhood consists of a mix of recreational and full-time residences, together with some small business commercial pursuits.

You will note that in respect to the property, the Town will retain a 3 meter road widening dedication on the frontage, plus daylighting at the intersection. The purchasers are advised to review the reference plan for this information. The property is to be sold in “as is” condition, without any representations or warranties from the seller.

**Zoning** - Residential Type 1 (R1) Zone, and all other applicable provisions of Zoning By-law 2003-60, as amended.

**A Property summary providing additional detailed information, along with the Agreement of Purchase and Sale, is available at the Town of Wasaga Beach, 30 Lewis Street, Wasaga Beach, and on the Town website at [www.wasagabeach.com](http://www.wasagabeach.com). For identification of the lot, a For Sale sign has been posted on the property.**

The Town of Wasaga Beach 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 Town of Wasaga Beach or any of its advisors or representatives is subject to the purchaser’s verification and such purchaser will not hold Town of Wasaga Beach 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 of the Town of Wasaga Beach contained in the Agreement of Purchase and Sale:

- (a) the Town of Wasaga Beach makes no representations or warranties with respect to the physical or environmental condition of or any other matter affecting the subject properties, including any implied warranties, warranties of fitness for a particular purpose or use or warranties of merchantability; and
- (b) the purchasers acknowledge that the subject properties are being sold by the Town of Wasaga Beach and accepted by all purchasers on an “as is” basis

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

**Viewing** – The property can be viewed by arranging an appointment between 8:00 a.m. to 3:30 p.m., Monday to Friday, by calling –705-429-3321 ext. 2502.

**Conditions of Sale**

1. All Offers must be submitted in the Municipality’s form which can be obtained at the Corporation of the Town of Wasaga Beach Town Hall, 30 Lewis Street, L9Z 1A1, or on the Town website at [www.wasagabeach.com](http://www.wasagabeach.com), and be received at Town Hall before **12:00 noon on August 18, 2021**, in a sealed envelope clearly marked “Offer to Purchase, 414 Mosley, Wasaga Beach”, and must include the following:

- *Agreement of Purchase and Sale and Associated Schedule*
  - *Minimum deposit of 10% of the purchase price, by certified cheque payable to the Town of Wasaga Beach*
2. The MINIMUM proposed sale price which the Municipality may consider for this property is \$410,000
  3. The Town may choose not to accept any Offer received, and reserves the right to negotiate with any Purchaser.

In accordance with the requirements of the Town of Wasaga Beach, Notice Provision By-law 2021-47, and the Town of Wasaga Beach Sale of Land By-law 2014-21, as amended, notice is hereby given that the Council of the Town of Wasaga Beach intends to pass a By-law at its Council meeting of July 27, 2021 to accept the Offer to Purchase the said property. If the matter is considered at a subsequent Council meeting, no additional notice will be given unless Council directs otherwise. To be eligible for consideration, Completed Offers containing the above must be received not later than **12:00 noon on Wednesday August 18, 2021**.

**DATED** at the Town of Wasaga Beach, this 16th day of June, 2021.

*Dina Lundy, Director of Legislated Services & Clerk  
Town of Wasaga Beach, 30 Lewis Street Wasaga Beach, Ontario L9Z 1A1  
Phone: (705) 429-3844 x2223 E-mail: clerk@wasagabeach.com*



## The Corporation of the Town of Wasaga Beach Property Summary: 414 Mosley Street

Legal Description: Part Lot 30, Plan 678, Town of Wasaga Beach, County of Simcoe  
Roll # 436401000648101/ PIN 58327-0138

### **Property Information**

The property is located on the corner of Mosley Street and 13<sup>th</sup> Street North abutting two residential lots, and a short walk to waterfront Provincial Parkland and the sandy shores of Georgian Bay. The immediate neighbourhood consists of a mix of recreational and full-time residences, together with some small business commercial pursuits. You will note that in respect to the property, the Town will retain a 3 meter road widening dedication on the frontage, plus daylighting at the intersection, per reference plan 51R-41303. The purchasers are advised to review the reference plan for this information. The property is to be sold in "as is" condition.

**Zoning** - Residential Type 1 (R1) Zone, and all other applicable provisions of Zoning By-law 2003-60, as amended.

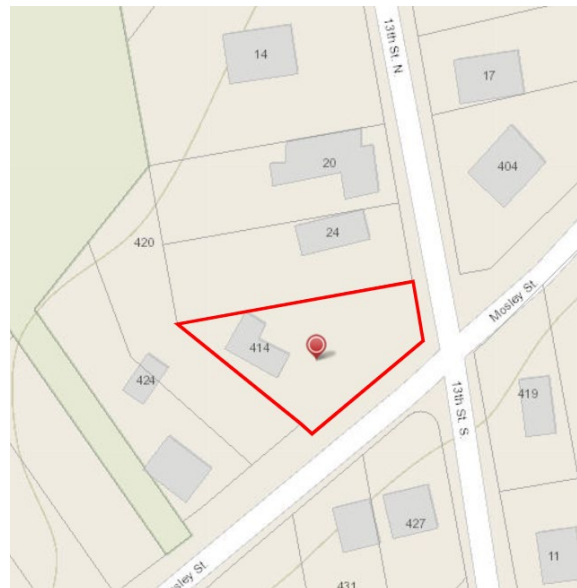
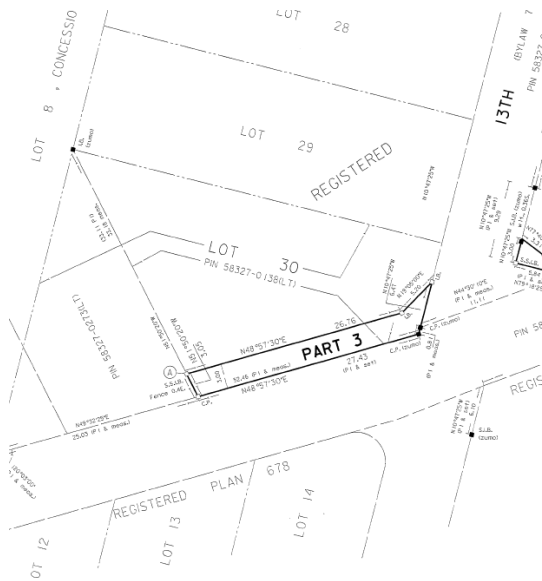
**Site Dimensions** – 36.97' x 149.03' x 108.90' x 90.28' (Irregular Shaped Lot)

**Utilities** – telephone, sanitary sewer, natural gas, municipal water

**Rooms** – Living, Kitchen, 2 Bedrooms, 1 Full Bath, partial basement with exterior access only

### **Pricing**

The Town of Wasaga Beach is seeking an offer to purchase for the subject property of no less than \$410,000.00.



**Please inquire for further details on this property**

## AGREEMENT OF PURCHASE AND SALE

**PURCHASER,** \_\_\_\_\_, agrees to purchase from

**VENDOR, THE CORPORATION OF THE TOWN OF WASAGA BEACH** the following

**REAL PROPERTY:**

Part of Lot 30, Plan 678 (Sunnidale), Town of Wasaga Beach, County of Simcoe (the "property")

**PURCHASE PRICE:** \_\_\_\_\_ Dollars (CDN\$ \_\_\_\_\_)

**DEPOSIT:** Purchaser submits with this Offer (**a minimum of 10% of the Purchase Price**)

Dollars (CDN\$) negotiable cheque payable to the Vendor to be held in trust, pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance as follows:

By certified cheque to the Vendor on closing, subject to the usual adjustments.

**SCHEDULE(S)** \_\_\_\_\_ "A" \_\_\_\_\_ attached hereto form(s) part of the Agreement.

1. **CHATELS INCLUDED:** \_\_\_\_\_ NIL \_\_\_\_\_

2. **FIXTURES EXCLUDED:** \_\_\_\_\_ NIL \_\_\_\_\_

3. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: N/A

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Purchaser until 4:00pm on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 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.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:00pm on the \_\_\_\_\_ day of \_\_\_\_\_, 2021. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **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, where an email address is provided herein, when transmitted electronically to that email address.

Email Address: clerk@wasagabeach.com  
(for delivery of notices to Vendor)

Email Address: \_\_\_\_\_  
(for delivery of notices to Purchaser)

7. **HST:** included in the purchase price.

8. **TITLE SEARCH:** Purchaser shall be allowed until 4:00 pm on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, (Requisition Date) to examine the title to the property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (R1) may be lawfully continued. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require.

9. **FUTURE USE:** Vendor and Purchaser agree 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.

10. **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 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.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer 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 Seller and Buyer 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 agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** 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. If requested by Purchaser, 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. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** 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 Purchaser and Vendor.

14. **INSURANCE:** No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his expense to obtain any necessary consent by 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, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.

17. **RESIDENCY:** Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes 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. Notwithstanding the foregoing, the Purchaser acknowledges and agrees that there shall be no adjustment for the local improvement rates or other rates imposed by the Vendor in respect to water, sanitary sewer and road works in the South Wasaga Beach Service Area (including, without limitation, the rates imposed by By-law 2008-99) and the Purchaser acknowledges and agrees that the Purchaser shall be responsible for all local improvement rates and other rates for water, sanitary sewer and road works imposed by the Vendor, whether or not such rates, charges or amounts have been added to the tax roll for the property.

19. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of 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 of 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. **FAMILY LAW ACT:** Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. **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.

23. **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 Purchaser and 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 the context.

24. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED, SEALED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

Witness:

Purchaser:

\_\_\_\_\_  
Name:

Per: \_\_\_\_\_  
Name:

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

IN WITNESS whereof I have hereunto set my hand and seal:

**THE CORPORATION OF THE TOWN OF  
WASAGA BEACH**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
I/We have authority to bind the Corporation.

**Vendor's Lawyer:**

**Purchaser's Lawyer:**

Address:

Address:

Phone:  
Fax:  
Email:

Phone:  
Fax:  
Email:



## SCHEDULE "A" TO AGREEMENT OF PURCHASE AND SALE

BUYER, \_\_\_\_\_, and

SELLER, The Corporation of the Town of Wasaga Beach

For the purchase and sale of

Part of Lot 30, Plan 678 (Sunnidale), Town of Wasaga Beach, County of Simcoe

The Purchaser acknowledges that the title is subject to the following:

1. BALANCE ON CLOSING

The Buyer shall pay to the Seller on closing the balance of the purchase price by certified cheque or bank draft subject to the usual adjustments.

2. EMAIL TRANSACTION

The Seller and Buyer agree that the signature and/or initials on this Agreement of Purchase and Sale or its acceptance, rejection or modification, can be transmitted by email and the communication by such means will be legal and binding on all parties.

3. CONDITION PRECEDENT

This Agreement is conditional until closing upon the Seller in its sole and absolute discretion, passing a bylaw approving the terms of this Agreement of Purchase and Sale, failing which this Agreement shall be deemed null and void and the Buyer's deposit hereunder shall be returned to it without interest or deduction. This condition is for the benefit of both the Buyer and the Seller and can not be unilaterally waived by either party.

The Purchaser acknowledges that it has been afforded an opportunity to inspect the property and to satisfy itself with respect to the physical and environmental condition thereof. The Purchaser is relying solely upon its own investigation and is not relying and shall not rely on any information provided by the Vendor or any of its advisors or representatives with respect to the property or the Purchaser's decision to make this Offer. The Vendor makes no representation or warranty as to the accuracy or completeness of any information provided to the Purchaser and the Purchaser specifically acknowledges that any information provided by the Vendor or any of its advisors or representatives is subject to Purchaser's verification and the Purchaser will not hold Vendor 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 of the Vendor contained in this Agreement:

- (a) the Vendor makes no representations or warranties with respect to the physical or environmental condition of or any other matter affecting the property, including any implied warranties, warranties of fitness for a particular purpose or use or warranties of merchantability; and
- (b) the Purchaser acknowledges that the property is being sold by the Vendor and accepted by the Purchaser on an "as is" basis.