

# STAFF REPORT LGL007-21

June 7, 2021

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TO: GENERAL COMMITTEE

SUBJECT: SALE OF CITY OWNED LAND- PART OF BLOCK B, PLAN 1400

WARD: 8

PREPARED BY AND KEY

CONTACT:

A. MILLS, MANAGER OF LEGAL SERVICES, EXTENSION #5051

SUBMITTED BY: I. PETERS, DIRECTOR OF LEGAL SERVICES

CHIEF ADMINISTRATIVE OFFICER APPROVAL:

M. PROWSE, CHIEF ADMINISTRATIVE OFFICER

### **RECOMMENDED MOTION**

1. That the property legally described as Part 3 on Plan 51R-42267, being Part of Block B, Plan 1400, Barrie (the "Subject Property") as shown in Appendix "A" to Staff Report LGL007-21, be sold to Michael Frederick Nykoliation and Leigh Anne Nykoliation (the "Purchasers") in accordance with the terms and conditions set out in the Agreement of Purchase and Sale (the "APS") attached as Appendix "B" to Staff Report LGL007-21.

- 2. That the Corporation of the City of Barrie (the "City") remove its condition on Council approval contained within the APS and proceed to complete the sale process.
- 3. That the City Clerk be authorized to execute all associated and required documents necessary to remove the condition of sale or amend any term contained in the APS on the recommendation of and in a form approved by the Director of Legal Services.
- 4. That the proceeds from the sale be transferred to the Tax Capital Reserve.

### **PURPOSE & BACKGROUND**

### Report Overview

- 5. The purpose of this staff report is to recommend the sale of the Subject Property in accordance with the terms and conditions contained in the APS.
- 6. Block B, Plan 1400 is approximately 0.11 acres in size and was acquired in 1972 by a transfer from Gordhome Development Limited for \$94.68, being the amount owed in tax arrears to the City on the property at the time.
- 7. An application was received by City Staff from the Purchasers who own the adjoining property at 59 Bayview Drive. The existing dwelling at 59 Bayview Drive was constructed in 1949 and the past owners appear to have utilized a portion of Block B, Plan 1400 for driveway access onto Tower Crescent since that time.
- 8. On May 13, 2019, City Council adopted motion 19-G-114 regarding SURPLUSSING OF CITY OWNED PROPERTIES FOR SALE TO PROSPECTIVE PURCHASERS MULTIPLE ADDRESSES (WARDS 7 AND 8) as follows:
  - 1. That the properties legally described and shown in Appendices "A" through "D" in Staff Report LGL005-19 (the "Subject Properties") be declared surplus to the needs of The



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Corporation of the City of Barrie (the "City").

- 2. That the Subject Properties be offered for sale directly to the parties who made application to buy them (the "Purchasers") as identified in each of the Appendices in Staff Report LGL005-19.
- 3. That the Purchasers be permitted to submit applications for an Official Plan Amendment and a Zoning By-law Amendment for the Subject Properties and include them in development applications upon the execution of Agreements of Purchase and Sale ("APS").
- 4. That the City Clerk be authorized to execute APS that are conditional upon Council approval for each of the Subject Properties and any document requisite to their disposition in a form approved by the Director of Legal Services. (LGL005-19) (File: L00)

### **ANALYSIS**

- 9. The notice provision requirements of the Sale of Property By-law 95-104 have been complied with by way of publishing a notice in the Barrie Advance on May 27, 2021.
- 10. An appraisal was completed by *Appraisers Canada Inc.* which concluded fair market value for the Subject Property as being in the range of \$53,000 to \$88,500 as of February 3, 2021. The midpoint of the value range was deemed acceptable and both parties executed the APS with a purchase price of \$70,750.
- 11. A 3.5 metre road widening along the Bayview Drive frontage as well as a daylighting triangle are to be retained by the City. The retained parcels are described as Parts 1 and 2 on plan 51R-42267 as shown in Appendix "A".
- 12. Disposition of the Subject Property will create a revenue source for the City through the sale proceeds, future property taxation and reduce City liability and maintenance on the unutilized vacant land.

### **ENVIRONMENTAL AND CLIMATE CHANGE IMPACT MATTERS**

13. The Purchasers have agreed to buying the Subject Property on an "as is" basis that is absent of any representations or warranties made by the City with respect to soil or environmental condition.

### **ALTERNATIVES**

14. The following alternative is available for consideration by General Committee:

### Alternative #1

General Committee could choose not to sell the Subject Property and retain ownership.

This alternative is not recommended as pursuant to an internal circulation and previous Council direction, the Subject Property is not required for City use and its disposition reduces City liability as a portion of it is currently being utilized for access purposes to the adjoining property.

### **FINANCIAL**

- 15. The Purchasers shall pay all of the City's costs and fees associated with the transfer of the Subject Property including advertising and legal.
- 16. The proceeds from the sale will be transferred to the Tax Capital Reserve.



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### **LINKAGE TO 2018–2022 STRATEGIC PLAN**

17. The recommendation(s) included in this Staff Report are not specifically related to the goals identified in the 2018-2022 Strategic Plan.



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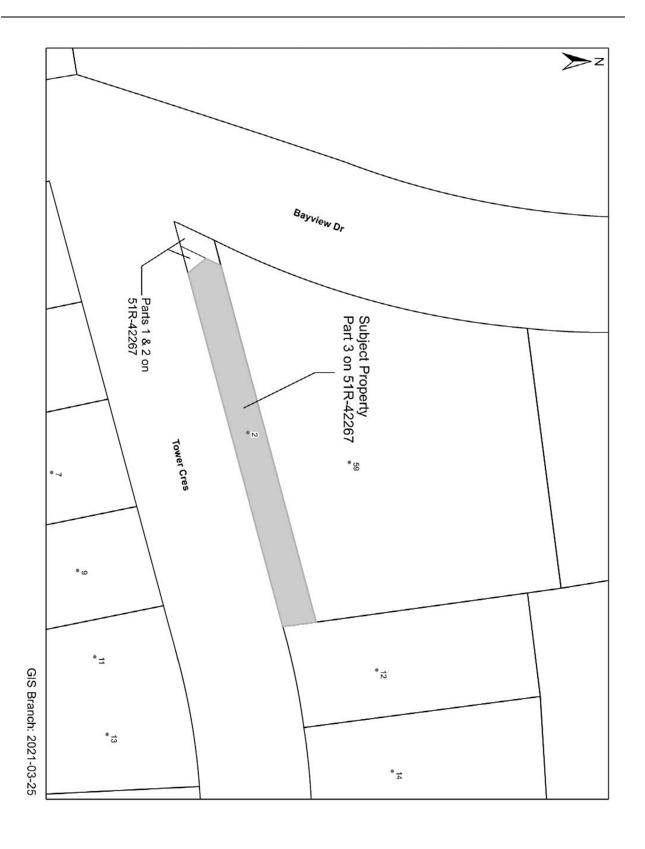
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**APPENDIX "A"** 

**Subject Property** 









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## **APPENDIX "B"**

# **Agreement of Purchase & Sale**



# AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

BUYER	
	(Full legal names of all Boyers)
SELLE	R The Corporation of the City of Barrie  (Full legal names of all Sellies)  the following
REALP	ROPERTY:
Address	see Schedule "B" fronting on the see Schedule "B" side of see Schedule "B"
in the	City of Barrie
	ery of France
mid havi	ng a frontage ofsee Schedule "B"more or less by a depth ofsee Schedule "B"more or less, legally described as
Part o	of Block B Plan 1400. Barrie, being Part 3 on 51R-42267 (Part of PIN: 58750-0096 LT) (The Property').  (Legal description of land stelluling essements and described elbewhere)
FURCE	ASSEPTICE Seventy Thousand Seven Hundred & Fifty Dollars (CDNS 70.750.00 )
DEPOS	HT Bayer submits (Upon Acceptance)
	(Herewith/Upon acceptance)
By nego complet	stable cheque payable to the SCHCT to be held in treat without interest pending completion of other termination of this Agreement and to be credited toward the Purchase Price on ion. However agrees to pay the balance in follows:
	and the second of the second o
	losing, the balance of the purchase price, subject to the adjustments described herein, by cash or certified cheque to the Seller the Seller may direct.
	the sent may affect
S	CHEDULE(S) *A"& *B"utrached hereto form(s) part of this Agreement.
1.	CHATTELS INCLUDED: NONE
2.	FIXTURES EXCLUDED NONE
3.	RENTAL ITEMS The following equipment is remed and not included in the Purchase Price. The Buyer ug rees to assume the rental contract(s), if assumable: N/A
4.	IRREVOCABILITY: This Offer shall be irrevocable by Buyer until 4:00 p.m. on the 31st day of March 2021
	(Seller/Bayer)  after which time, if not accepted, the Offer shall be null and void and the deposit shall be returned to the Bayer in full without interest.
5.	COMPLETION DATE: This Agreement chall be completed by no later than 400 gm, on the
	Upon completion, vacant possession of the Property shall be given to the Buyer unless otherwise provided for in this Agreement.
6.	FAX No. (705) 739-4243 (For delivery of notices to Seller) FAX No. (For delivery of notices to Blayer)
7.	HST: If this transaction is subject to Hamsonized Sales Tax (H.S.L.), then such tax shall bein addition to
	If this transaction is not subject to H.S.T., Seller agrees to cirtify, on or before closing that the transaction is not subject to H.S.T.
8.	TITLE SEARCH: Buyer shall be allowed until 6 00 pm on theday of _completion of this transaction
	(Requisition Date) to examine the title to the Property at his own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in
	this Agreement are fulfilled or otherwise waived or, (ii) five days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency houses affecting the
	Property, that its present use (NA) may be instfully continued and that the principal building may be instarted against risk of fire. Seller hereby consents to the municipality other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and selver such further authorizations in this
	other governmental agencies releasing to may endered actions of an outstanding work errors ancoung the Property, and School agrees to execute and octover such induced actions are actions and octover such induced actions and octover such induced actions are actions and octover such induced actions are actions and octover such induced actions are actions as a constant action and octover such induced actions are actions as a constant action actions and octover such actions are actions as a constant action action actions are actionated actions as a constant action acti
9.	FUTURE USE. Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the Property by Buyer 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
- 01	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 compiled with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) my minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties, and (d) my
	easement for draininge, stonis or san tary 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 \$ any valid objection to title or to any outstanding work order or deficiency notice, or to the fact that said present use may not hawfully
	be command, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remove, or satisfy or obtain insurance and except against risk of fire in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement
	not with standing any intermediate as is or negotiations in respect of such objections, shall be at an end and all mentes paid shall be returned without interest or deduction and Solier, Listing
	Droker and Co-operating Broker 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. Buser shall be conclusively deemed to have accepted Seller's title to the Property.
11.	CLOSING ARRANGEMENTS. Where each of the Selle: 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 recistration pursuant to Part 111 of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electric Registration Act, S.O. 1991, Chapter 44, and any
	amendments therein the Seller and Huyer acknowledge and agree d at the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Bayer will (a) not occur at the same time in the registration of the transfer/deed (and other documents intended to be registered in connection with the completion
	of this transaction) and (b) he subject to conditions whereby the lawver(s) receiving my of the Requisite Deliveries will 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 form of which is as 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 Lowyers.
12	DOCUMENTS AND DISCHARGE. Boyer shall not call for the production of any title dood, abstract, survey or other evalence of title to the Property except such as are in the possession
	or control of Seller. If remired by Buyer. Seller will delive: my sketch or survey of the Property within Seller's control to Buyer 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 Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Casses Populative or Essurance Company and which is not to be assured by Buyer on completion, is not available in registrable from on completion, Buyer agrees to accept Sciler's Inviver's personal
	undertaking to obtain, out of the clining funds, prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing.
	payment to the mornagee of the amount required to obtain the descharge out of the balance due on completion
12	
13.	INSPECTION: Buyer acknowledges having had the upportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement







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## APPENDIX "B" cont'd

# **Agreement of Purchase & Sale**

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(Witness)  (Seal)  (Witness)  (Seal)	(Witness)  (Seal)  (Witness)  (Seal)	<ol> <li>AGREEMENT IN WRITING: If there is confli- the standard pre-set portion hereof, the added prov- attached hereto shall constitute the entire Agreem- than as expressed herein. This Agreement shall be</li> </ol>	ision shall supersede the standard pre-set provision to the extend out between Buyer and Seller. There is no representation, wan	it of such conflict or discrepancy. This Agreement, is ranty, collateral agreement or condition which affects	ncluding any Schedule			
(Winess)  (Winess)  (Winess)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	(Winess)  (Winess)  (Winess)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)  (Seal)	<ol> <li>SUCCESSORS AND ASSIGNS: The heirs, exe</li> </ol>	nurses, administrators, successors and assigns of the undersigne	d are bound by the terms herein.				
(Winess)  (Winess)  (Winess)  (Winess)  (Winess)  (Winess)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)	(Winess)  (Winess)  (Winess)  (Winess)  (Winess)  (Winess)  (Seal)  (Winess)  (Seal)  (Seal)  (Seal)  (Seal)							
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Title: City Clerk	Title: City Clerk				CI1 23, 202 I			
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I have authority to bind the corporation	I have authority to bind the corporation							
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## APPENDIX "B" cont'd

### **Agreement of Purchase & Sale**

#### SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between

SELLER, The Corporation of the City of Barrie

For the purchase and sale of Part of Block B Plan 1400, Barrie, being Part 3 on 51R-42267 (Part of PIN: 58750-0096 L.T.)

- 25. This Agreement has been executed by the City Clerk pursuant to Council motion 19-G-114 and is conditional for a period of 120 days following acceptance upon the ratification or approval of this agreement by the Council of The Corporation of the City of Barrie. Unless the Seller gives notice in writing delivered to the Buyer that this condition has been fulfilled this Agreement shall become null and void and the deposit shall be returned to the Buyer forthwith in full without deduction.
- 26. The Buyer and Seller may extend the conditional periods by mutual agreement so long as the extension is agreed to in writing and in advance of the conditional period expiring.
- 27. This transaction shall be closed on a day as agreed to by the Buyer and the Seller acting reasonably (the "Completion Date"), provided that the Completion Date shall be no later than the 60th day following the removal of all conditions.
- 28. The Seller makes no representation or warranty concerning the soil and/or environmental condition of the Property. The Buyer is purchasing the Property on an "as is where is" basis.
- 29. The Buyer agrees to pay the Seller's reasonable costs associated with this transaction which include legal, appraisal and advertising fees.



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# APPENDIX "B" cont'd

### **Agreement of Purchase & Sale**

### SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE (FOR USE IN THE PROVINCE OF ONTARIO)

BUYER, Michael Frederick Nykoliation & Leigh Anne Nykoliation

SELLER. The Corporation of the City of Barrie

For the purchase and sale of Part of Block B Plan 1400, Barrie, being Part 3 on 51R-42267 (Part of PIN: 58750-0096 LT)

### Plan 51R-42267

