

## The Corporation of the Town of Saugeen Shores

### By-law 93 - 2025

Being a By-Law to Authorize the Sale of a portion of Eckford Avenue More Particularly Identified as Part 1 on Plan 3R-10256, Saugeen Shores, being part of PIN 33251-0504 (LT)

**Whereas** the *Municipal Act, 2001*, S.O. 2001, C. 25, Sections 8 (1) and 9 provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act; and

**Whereas** pursuant to Section 9 of the *Municipal Act, 2001*, a municipality has the powers of a natural person including the authority to sell land; and

**Whereas** Town of Saugeen Shores By-law 24-2023 establishes the procedures for the sale or other disposition of land owned by the Town of Saugeen Shores; and

**Whereas** The Corporation of the Town of Saugeen Shores ("Town of Saugeen Shores") is the owner of certain lands legally described as Part 1 on Plan 3R-10256, Saugeen Shores, being part of PIN 33251-0504 (LT); and

**Whereas** Byron David Cruise and Stacey Elizabeth Cruise are the registered owners of 536 Eckford Avenue, Southampton, being the adjoining lands, and have requested to purchase the subject property; and

**Whereas** the subject property was declared surplus by Resolution 80-2019 on May 27, 2019; and

**Whereas** the Town of Saugeen Shores is desirous of selling the said land to Byron David Cruise and Stacey Elizabeth Cruise; and

**Now Therefore Be It Resolved** that the Council of The Corporation of the Town of Saugeen Shores **enacts** as follows:

1. That the Corporation of the Town of Saugeen Shores accept the Agreement of Purchase of Sale with Byron David Cruise and Stacey Elizabeth Cruise attached hereto and forming a part of this by-law for the sale of Part 1 on Plan 3R-10256, Saugeen Shores, being part of PIN 33251-0504 (LT), in the Town of Saugeen Shores, in the County of Bruce, Province of Ontario.
2. That the Director, Development Services, is authorized to execute the Agreement of Purchase and Sale on behalf of the Corporation of the Town of Saugeen Shores.
3. That the Mayor and Clerk are hereby authorized and directed to fully execute and sign any necessary documents to fulfill the intent of this by-law.
4. This by-law shall come into full force and effect upon its final passage.

Read, Passed and Sealed this 22 day of September 2025.

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Luke Charbonneau, Mayor

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Dawn Mittelholtz, Clerk

By signing this By-law on September 22, 2025, I, Mayor Luke Charbonneau, will not exercise the power to veto this by-law pursuant to subsection 284.11 (4)(a).

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Luke Charbonneau, Mayor



b) In the case of the Seller:

**Seller's Lawyer:** Tammy Grove, Municipal Solicitor  
**Address:** 600 Tomlinson Drive, Box 820, Port Elgin, Ontario N0H 2C0  
**Phone No.:** 519-832-2008 x186  
**Fax No.:** 519-832-2140  
**Email Address:** tammy.grove@saugeenshores.ca

4. **CHATELS INCLUDED:** N/A

5. **FIXTURES EXCLUDED:** N/A

6. **RENTAL ITEMS:** N/A

7. **HST:** If the sale of the property as described above is subject to the Harmonized Sales Tax (HST), then such tax shall be **in addition** to the Purchase Price. The Seller will not collect HST if the Buyers provides to the Seller a warranty that the Buyers are registered under the Excise Tax Act ("ETA") and that the Buyers shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject HST, the Seller agrees to certify on or before closing, that the transaction is not subject to HST.

8. **TITLE SEARCH:** The Buyers shall be allowed until **5:00 pm** on the **5<sup>th</sup> business days after waiver of the Seller's last Condition** (the "Requisition Date") to examine the title to the property at their 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 themselves that there are no outstanding work orders or deficiency notices affecting the property, that is present use (**VACANT LAND**) may be lawfully continued and that the principal building may be insured against the risk of fire. The Seller hereby consents to the municipality or other governmental agencies releasing to the Buyer details of all outstanding work orders and deficiency notices affecting the property, and the Seller agrees to execute and deliver such further authorizations in this regard that the Buyer may reasonably require.

9. **FUTURE USE:** The Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specially 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 for 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 use of the property.

If within the specified times referred to in Paragraph 8 above any valid objections to title or to any

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_

outstanding work order or deficiency notice, or to the fact that the said present use may not be lawfully continued, or that the principal building may not be insured against risk of fire is made in writing to the Seller and which the Seller is unable or unwilling to remove, remedy, or satisfy or obtain insurance save and except against fire (Title Insurance) 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 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 the Seller 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 title, the Buyer shall conclusively be deemed to have accepted the Seller's title to the property.

- 11. CLOSING ARRANGMENTS:** 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 L4 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 Ontario. 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:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any 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, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
- 13. INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 14. INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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. If Seller is taking back a Charge/Mortgage, or Buyer is

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_

assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller'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 Seller complies with the subdivision control provisions of the Planning Act by completion and Seller 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 Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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:**
- (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the *Income Tax Act*, which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that the Seller is not then a non-resident of Canada.
- (b) Provided that if the Seller is a non-resident under the non-residency provisions of the *Income Tax Act*, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for the Buyer to pay to the Minister of National Revenue to satisfy the Buyer's liability in respect of tax payable by the Seller under the non-residency provisions of the *Income Tax Act* by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 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 Buyer.
- 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 20. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_

- 22. FAMILY LAW ACT:** ~~The Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.~~
- 23. UFPI:** ~~Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
- 24. PROFESSIONAL ADVICE:** The parties acknowledge being strongly advise to retain independent professional advice, including but not limited to legal, tax, or environmental, prior to signing this document.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein or within the Comprehensive Agreement - Memorandum of Understanding. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. COUNTERPARTS:** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document and all counterparts and adopting instruments will be construed together and will constitute one and the same agreement.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 29. SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**(SECTION INTENTIONALLY OMITTED)**

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_



**SCHEDULE "A"**  
**to the Agreement of Purchase and Sale**

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

**BUYERS: BRYDON DAVID CRUISE and STACEY ELIZABETH CRUISE**

**SELLER: THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**

for the Purchase and Sale of Part 1 on Reference Plan 3R-10256, SAUGEEN SHORES

1. The Buyers agree to pay the balance of the purchase price, less the deposit and subject to adjustments, by bank draft or certified cheque or wire transfer, to the Seller on the completion of this transaction.
2. The Agreement may be executed by the parties by facsimile or PDF transmission and in one or more counterparts, all of which when so executed and delivered shall be deemed to be the original but all such counterparts shall together constitute one and the same instrument.
3. The parties hereto agree that either party may make and/or accept this offer or any counter-offer and communicate the same by facsimile and/or electronic/email transmission which transmission shall be binding upon the party as if the document transmitted by facsimile and/or electronic/email transmission was an original duly executed document.
4. The Buyers acknowledge that the Seller is a municipal corporation incorporated pursuant to the *Municipal Act, 2001*, SO 2001, c.25., that the subject property forms part of road allowance, and that a prerequisite to the sale pursuant to the *Municipal Act, 2001* is that the Seller must enact a by-law to stop up and close the subject property and register the by-law in the Land Registry Office of Bruce County (LRO#3).
5. The Buyers shall be responsible for any costs that they incur to complete this transaction and agree to pay all costs incurred by the Seller and its lawyer to satisfy all terms of this Agreement to complete the transaction. All costs shall be payable by the Buyer to the Seller on the Completion Date.
6. The Buyers acknowledge and agree that the property is being sold on an "As Is, Where As" basis.

**SELLER'S CONDITIONS**

7. The Seller's obligations to complete this transaction are conditional until **4:30 pm on \_\_\_\_\_, 2025** on the Seller satisfying the following:

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_

- a) A by-law being passed by Town of Saugeen Shores Council authorizing the sale of the property to the Buyers and authorizing the Mayor and Clerk to sign all documents necessary to effect the sale and the successful completion of all requirements related to the disposition of the surplus municipal land; and
- b) A by-law being passed by Town of Saugeen Shores Council stopping up and closing the subject property.

Unless the Seller gives notice in writing delivered to the Buyers personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto that these conditions are waived or fulfilled, this offer shall be null and void. This condition is included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyers as aforesaid within the time period stated herein.

### **MERGER OF TITLE**

- 8. The Buyers acknowledge that the sale of the property is subject to the property merging with the adjoining lands legally described as Lot 9 Plan 318, Saugeen Shores - PIN 33251-0006(LT), being land owned by the Buyers. To ensure a merger, the Buyers agree to accept a Transfer/Deed to the subject property in the same name as the registered title to the said adjoining lands. If required to achieve the merger, the Seller agrees to undertake after the Completion Date to pass a Deeming By-law. Any costs incurred by the Seller to pass and register a Deeming By-law in the Land Registry Office of Bruce County (LRO#3) shall be paid for by the Buyers.

### **COMPLETION DATE**

- 9. This transaction shall be completed within **15 business days of the waiver of the Seller's last Condition** or on such date as mutually agreed by the parties' lawyers in writing.

Buyer(s) \_\_\_\_ / \_\_\_\_

Seller(s) \_\_\_\_ / \_\_\_\_

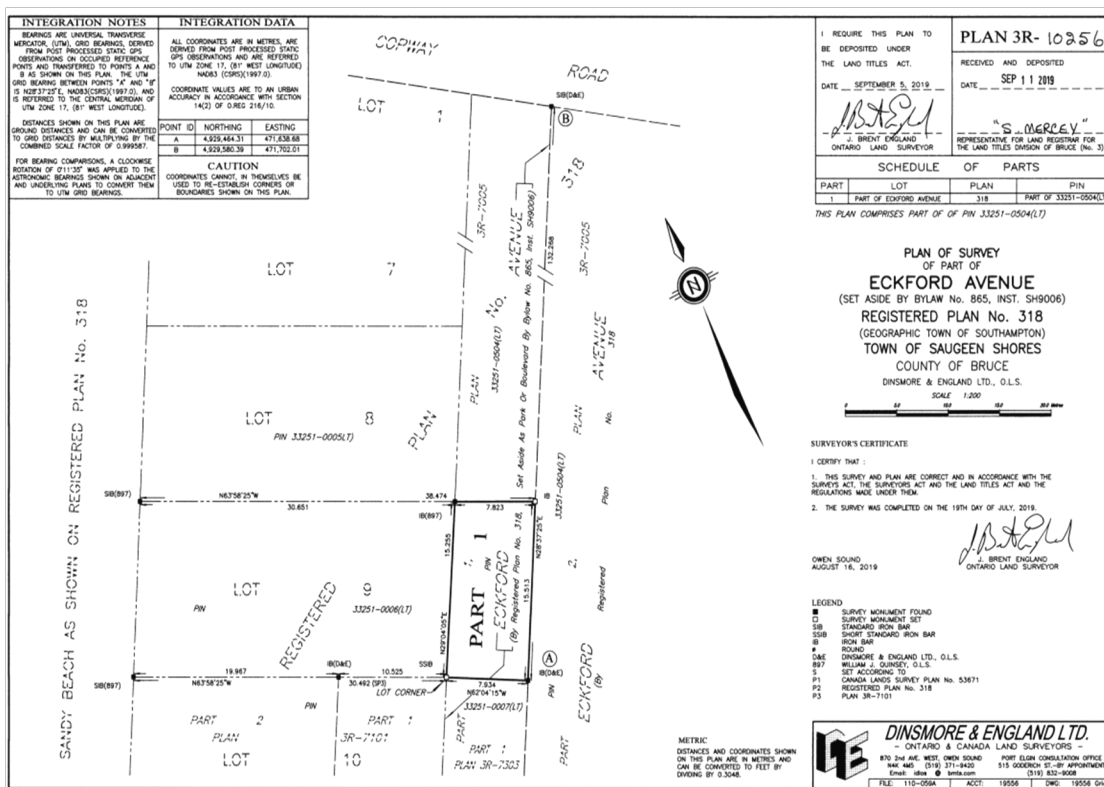
## SCHEDULE "B" to the Agreement of Purchase and Sale

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

**BUYERS: BRYDON CRUISE and STACEY CRUISE**

**SELLER: THE CORPORATION OF THE TOWN OF SAUGEEN SHORES**

for the Purchase and Sale of Part 1 on Reference Plan 3R-10256, SAUGEEN SHORES



Buyer(s) \_\_\_\_\_ / \_\_\_\_\_

Seller(s) \_\_\_\_\_ / \_\_\_\_\_