

## DEVELOPMENT GUIDE

MUNICIPALITY OF PORT HOPE

**BUSINESS PARK** 

[www.porthope.ca](http://www.porthope.ca) 1-855-238-0948



# MUNICIPALITY OF PORT HOPE BUSINESS PARK

## DEVELOPMENT GUIDE

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# **MUNICIPALITY OF PORT HOPE BUSINESS PARK**

## **OVERVIEW**

### **OBJECTIVE:**

The objective of the Business Park Development Guide for the Municipality of Port Hope Business Park (MBP) is to provide a framework for the purchase and development of land in the municipally owned park including site development process, application process, permitted employment uses, zoning provisions and applicable charges. A meeting with the Municipal Development Team will supplement this guide and is encouraged.

### **DESCRIPTION:**

Purchased in 2010 by the Municipality of Port Hope, the Business Park is a 19 acre (7.69 ha) subdivision consisting of 5 Blocks and 12 conceptual lots of serviced land (Figure A) situated ideally to the south and adjacent to Highway 401 between the two major interchanges with easy transportation access. Zoning includes EMP1, EMP2 and one parcel COM3 as detailed on Figure B.

The Economic Development & Tourism Department is the coordinating department for the new business park land sales. All offers for purchase will be taken to Council in confidence for their initial consideration followed by a formal purchase offer submitted by the purchaser that is taken to Council in a public forum. The Director of Economic Development & Tourism (Director) will meet with interested parties ensuring ongoing consultations are provided throughout the land purchase and development process.

**PRICE PER ACRE:** Starting at \$80,000 (\$197,660 per Hectare) – Brokers protected

### **PURCHASE AND SALE PROCESS:**

The formal Agreement of Purchase and Sale has been prepared by the Municipality's Solicitor and is enclosed as Appendix A to this Guide. All Agreements of Purchase and Sale should allow sufficient time for review by the Municipality's solicitor and by Council at its next available meeting. Please discuss irrevocable acceptance dates with the Director before finalizing your Agreement of Purchase and Sale.

Port Hope Council approval of the land sale will be exercised through a Resolution and the passing of a by-law in a public Council meeting process. Staff will present Council with the Agreement of Purchase and Sale and accompanying Staff Report. Council will formally accept the offer to purchase at this time.

Once a formal purchase offer agreement is formally received it is then brought to the Committee of the Whole and Council in accordance with openness and transparency legislation, at which time it becomes public knowledge - in accordance with the openness and transparency legislation.

### **SERVICES:**

The MBP is a fully serviced, shovel ready business park. The services include a new north-south public road (Henderson Street), street lighting, sanitary sewer and watermain, and non-municipal services such as gas, hydro-electric and communications.

Storm water quantity and quality will be controlled through lot level controls by each development. Phase 2 will include upgrading of Street A to an urban standard with storm sewer. Timing for construction of Phase 2 works will be dependent on development need.

The Municipality of Port Hope Official Plan includes a new east-west collector road that will extend Pemberton Drive to connect Toronto Road from the west to Victoria Street at Klein Street to the east.

### **MUNICIPAL DEVELOPMENT TEAM:**

The Municipality of Port Hope Development Team is in place to ensure a smooth and expeditious site plan approval process. The Development Team represents an expanded Municipal "one-window" approach to provide feedback on development proposals and questions as early as possible in the development process. Our Team is here to provide optimum customer service and consists of representatives from various Municipal departments (i.e. Planning and Development Services, Works & Engineering, Fire & Emergency Services, Economic Development and Parks, Recreation & Culture) as well as the Ganaraska Region Conservation Authority.

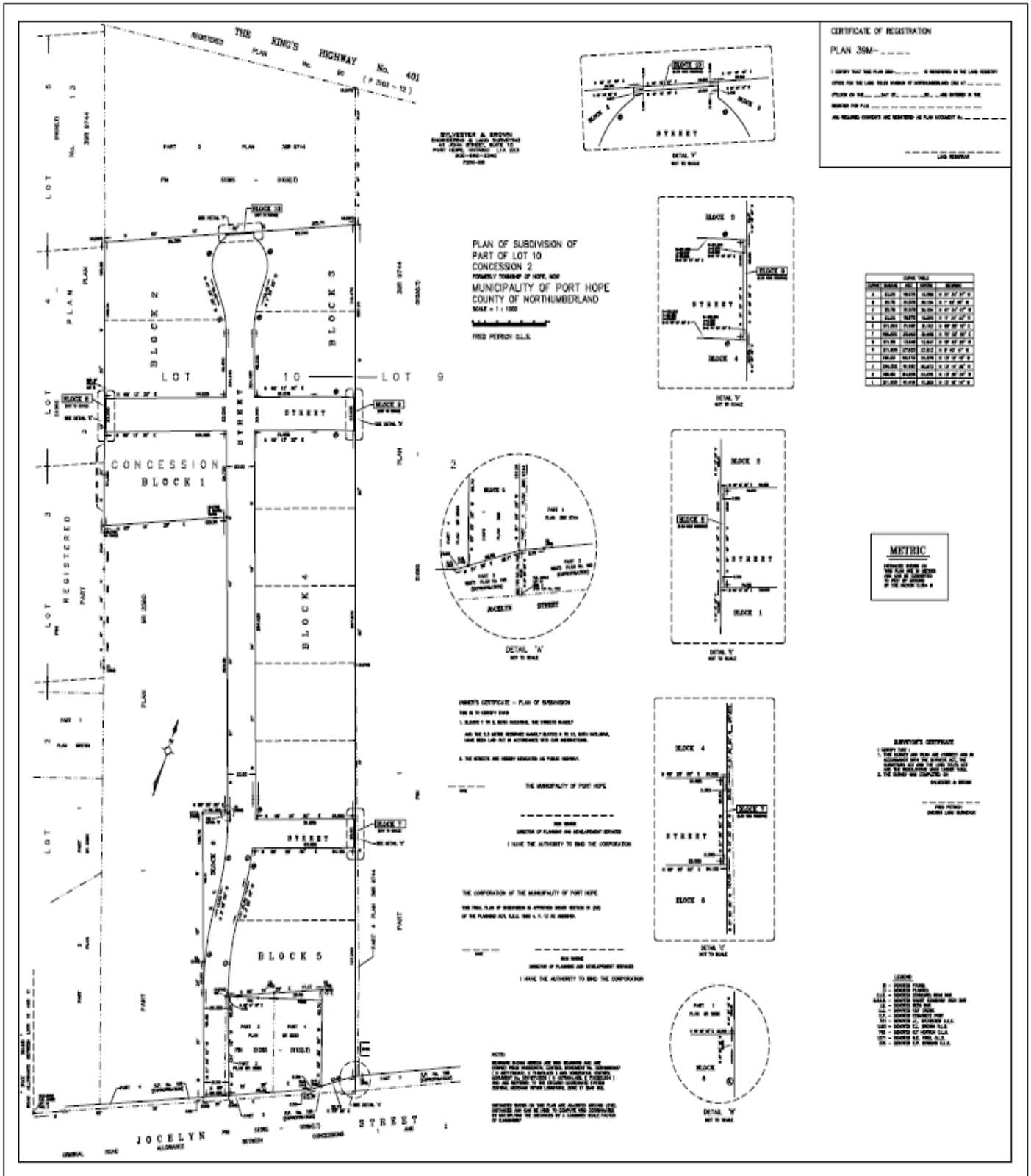
The Team is committed to identifying issues which may influence design decisions at an early stage of the design, helping property owners identify the physical opportunities of their property, providing guidance in the most efficient use of the property to meet the functional needs of the owner, ensuring future compatibility of the development within the context of the neighbouring properties, coordinating the requirements of other agencies and departments that have jurisdiction, and; providing a forum for sharing information and negotiating a "win/win" resolution of development issues.

Our team is here to provide the information you require now and in the coming weeks should you select Port Hope as a viable option for your business investment and growth of your firm.

Detailed Municipality of Port Hope development information, standards and applications can be accessed for further reference at [www.porthope.ca](http://www.porthope.ca) .

**Figure A – Plan of Subdivision**

**Note:** Conceptual lots depicted with dotted line, lot size/frontage can be customized based on need by reference plan



## **PERMITTED USES:**

The MBP is currently designated “Employment – General” and “Employment – Service” in the Official Plan. Within areas identified under the “Employment – General” designation, policies uses include:

*Uses permitted include manufacturing, processing, storage, assembly, fabricating of goods and materials and assembly, wholesale distribution centres, warehousing, building or contracting yards, transportation terminals, repair and service operations, existing automotive recycling facilities and similar uses, business and professional offices, and research and development facilities. In addition, accessory sales outlets, truck and machinery rental, and sales and servicing, equipment repair and service shops may be permitted.*

Within areas identified under the “Employment – Service” designation, the main policies include:

*The uses permitted in the Service Employment land use designation shall include:*

- a) assembling, warehousing and wholesaling of goods and materials within wholly enclosed buildings;*
- b) service commercial uses such as banks, restaurants, personal service stores and convenience commercial uses;*
- c) business and professional offices;*
- d) scientific, technological or communication establishments;*
- e) research and development facilities;*
- f) automobile, boat and recreational vehicle sales and service centres and automobile dealerships;*
- g) hotels and motels;*
- h) private and commercial schools*
- i) recreation, banquet halls and health clubs; and*
- j) an accessory retail use internally integrated as a component of a permitted use.*

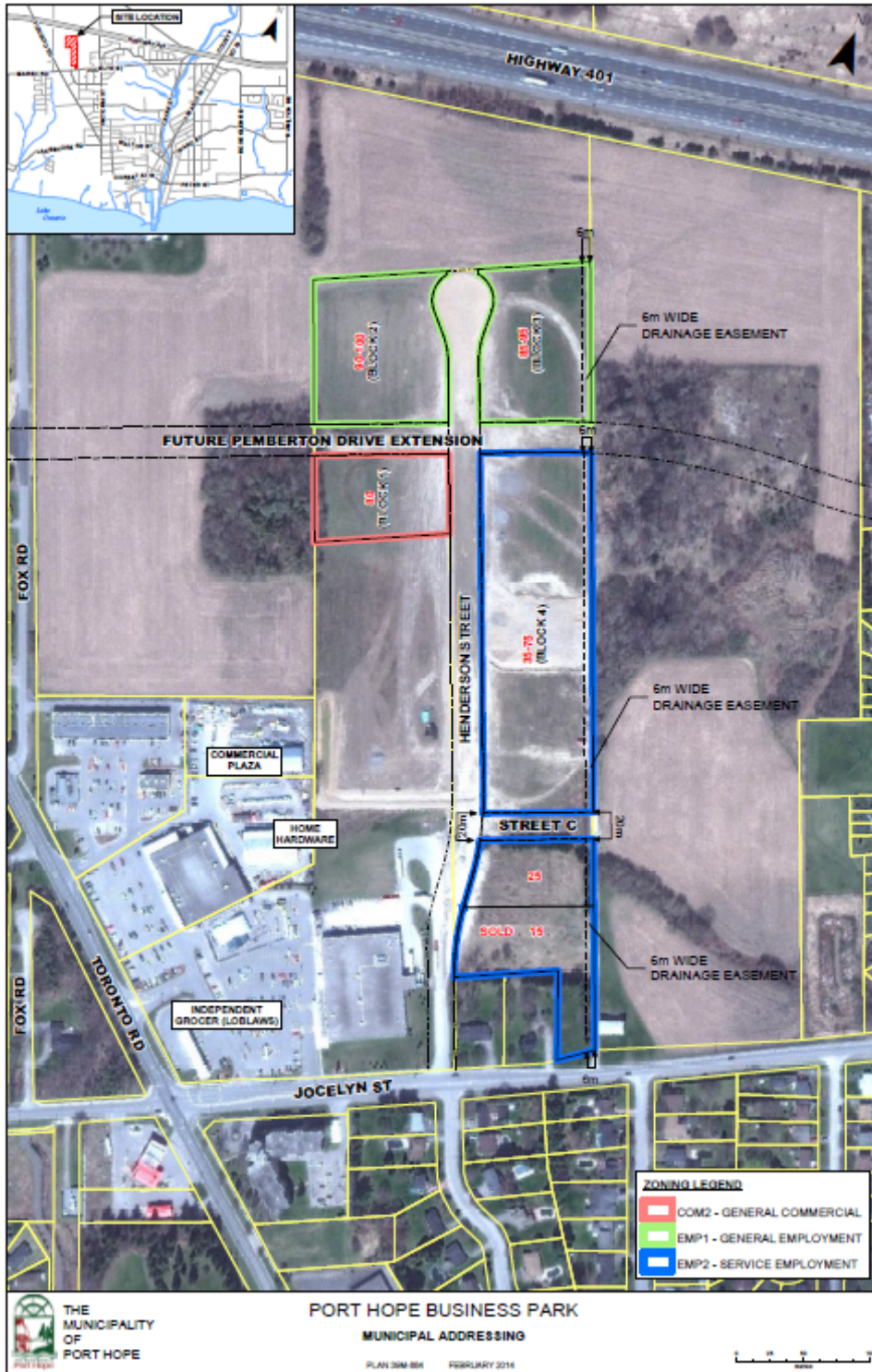
Additionally, within both designations, the following policies pertaining to accessory retail uses and prohibited uses shall apply:

*An accessory retail use shall be limited to 10% of the total floor area of the main use but in no case shall be greater than 75 square metres of gross floor area. This limitation may be reduced or eliminated by Council provided that the proponent demonstrates to the satisfaction of the Municipality that any market impacts on other commercial areas are acceptable.*

*The following commercial uses shall be prohibited:*

- a) automobile service stations;*
- b) autobody paint and repair;*
- c) commercial ‘self-storage’ warehouses; and*
- d) residential uses.*

Figure B –Areas & Zoning



## ZONING:

The following Part 8 and Part 5 excerpts are provided as a general overview ONLY. Please refer to the Municipality Port Hope Zoning By-Law 20/2010 for complete information. Contact the Development Team at 905-885-2431 for a copy of the Zoning By-Law or access online at [www.porthope.ca](http://www.porthope.ca) Click on Municipal Publications listed under Municipal Departments.

## PART 8 - EMPLOYMENT ZONES

### 8.1 LIST OF APPLICABLE ZONES

General Employment	EMP1
Service Employment	EMP2
Rural Employment	EMPR
Extractive	EMPX
Power Generation	EMPG
Waste Management	EMPW

### 8.2 GENERAL PROHIBITION

No *person* shall, within any Employment *Zone*, *use* or permit the *use* of any land, or *erect, alter, enlarge, use* or maintain any *building* or *structure* for any *use* other than as permitted in Table 8.1 and in accordance with the standards contained in Table 8.2, the General Provisions contained in Part 4 and the Parking and Loading Provisions contained in Part 5 of this By-law.

### 8.3 PERMITTED USES

*Uses* permitted in an Employment *Zone* are denoted by the symbol ‘**X**’ in the column applicable to that *Zone* and corresponding with the row for a specific permitted *use* in Table 8.1, below. Any number(s) following the symbol ‘**X**’, *zone* heading, or identified permitted *use*, indicates that one or more conditions apply to the *use* noted or, in some cases, to the entire *Zone*. Conditions are listed at the end of the Permitted *Use* Table 8.1:

**Table 8.1: Permitted Uses in the Employment Zones**

<i>USE</i>	EMP1	EMP2	EMPR	EMPX	EMPG	EMPW
<i>Abattoir</i>			X			
<i>Aggregated Transfer Station</i>				X		
<i>Agricultural Support Use</i>			X			
<i>Agricultural Use</i>			X	X	X	X
<i>Agricultural Warehouse</i>		X				
<i>Animal Clinic</i>			X			
<i>Animal Shelter</i>	X		X			
<i>Assembly Hall</i>		X	X			
<i>Banquet Hall</i>	X	X				
<i>Building Supply Outlet</i>	X		X			
<i>Business Office</i>	X	X	X			
<i>Commercial Fitness Centre</i>	X	X				
<i>Conservation Use</i>				X		
<i>Contractor's Supply Establishment</i>	X	X				
<i>Contractor's Yard</i>	X		X			



<b>USE</b>	<b>EMP1</b>	<b>EMP2</b>	<b>EMPR</b>	<b>EMPX</b>	<b>EMPG</b>	<b>EMPW</b>
<i>Drive-Through Service Facility</i>		X				
<i>Dry Cleaner's Distribution Station</i>		X				
<i>Dry Cleaning Establishment</i>	X	X				
<i>Dry Industrial Use</i>	X	X	X		X	
<i>Emergency Service Facility</i>	X	X	X		X	
<i>Equipment Sales and Rental Establishment</i>	X		X			
<i>Farm Implement Dealer</i>	X	X	X			
<i>Financial Institution</i>		X				
<i>Funeral Home</i>		X				
<i>Hotel</i>		X				
<i>Industrial Use</i>	X	X				
<i>Landscaping Operation</i>	X		X			
<i>Laundry Establishment</i>	X	X				
<i>Mineral Aggregate Resource Operation</i>				X		
<i>Motel</i>		X				
<i>Motor Vehicle Body Shop</i>	X		X			
<i>Outdoor Display and Sales Area, Accessory (4)</i>	X	X	X			
<i>Outdoor Storage, Accessory (5)</i>	X	X	X	X	X	
<i>Personal Service Shop</i>		X (3)				
<i>Power Generation Facility</i>					X	
<i>Place of Entertainment</i>		X				
<i>Printing and Publishing Establishment</i>	X	X	X			
<i>Private Club</i>		X				
<i>Public Works Yard</i>	X		X			
<i>Restaurant</i>		X				
<i>Retail Store, Accessory</i>	X (1)	X (1)	X (1)			
<i>Salvage Yard</i>	X (2)		X			
<i>Saw and/or Planing Mill</i>			X			
<i>School, Commercial</i>	X	X (3)				
<i>School, Private</i>		X (3)				
<i>Service Shop</i>	X	X (3)				
<i>Studio</i>	X					
<i>Taxi Service Depot/ Dispatch Establishment</i>	X		X			
<i>Waste Composting Site</i>						X
<i>Waste Management Facility</i>						X
<i>Waste Recycling Facility</i>					X	X
<i>Waste Transfer Facility</i>						X

## **SPECIAL PROVISIONS**

1. Maximum permitted *net floor area* – The greater of 10% of the *net floor area* of the principal *use* or 75.0 square metres.
2. Only legally existing *uses* as of the date of passing of this By-law, are permitted.
3. Provided the *use* occupies no more than 20% of the *net floor area* of a multiple unit *building*.
4. Subject to Section 4.22 (*Outdoor Display and Sales*) of this By-law.
5. Subject to Section 4.23 (*Outdoor Storage*) of this By-law.

## 8.4 ZONE STANDARDS

No person shall within any Employment *Zone* use or permit the use of any lot or erect, alter, use any building or structure except in accordance with the zone standards in Table 8.2, below. Any number(s) following the zone standard, zone heading or description of the standard indicates an additional *Zone* requirement. These additional standards are listed at the end of Table 8.2.

**Table 8.2: Zone Standards in the Employment Zones**

<i>Zone</i>	<i>Minimum Lot Area</i>	<i>Minimum Lot Frontage</i>	<i>Minimum Required Front Yard</i>	<i>Minimum Required Exterior Side Yard</i>	<i>Minimum Required Interior Side Yard</i>	<i>Minimum Required Rear Yard</i>	<i>Maximum Lot Coverage</i>	<i>Maximum Height</i>
EMP1 Full Services	n/a	30.0 m	15.0 m (1)	15.0 m (1)	3.0 m (2)	12.0 m (3)	n/a	n/a
EMP1 Partial or Private Services	4,000.0 m <sup>2</sup>	30.0 m	20.0 m	20.0 m	10.0 m	15.0 m	50%	12.0 m
EMP2 Full Services	4,000.0 m <sup>2</sup>	45.0 m	15.0 m (1)	15.0 m (1)	3.0 m (2)	12.0 m (3)	n/a	12.0 m
EMP2 Partial or Private Services	4,000.0 m <sup>2</sup>	30.0 m	20.0 m	20.0 m	10.0 m	15.0 m	50%	12.0 m
EMPR	4,000.0 m <sup>2</sup>	30.0 m	20.0 m	20.0 m	10.0 m	15.0 m	50%	12.0 m
EMPX	n/a	n/a	30.0 m	15.0 m	15.0 m	30.0 m	n/a	n/a
EMPG	n/a	n/a	15.0 m	15.0 m	6.0 m	15.0 m	30%	11.0 m
EMPW	n/a	n/a	100.0 m	15.0 m	6.0 m	15.0 m	30%	11.0 m

## SPECIAL PROVISIONS

1. *Minimum required yard* abutting any *Zone* that is not an Employment, Open Space (OS) or Major Recreational (OSR) *Zone* – 24.0 metres.
2. *Minimum required yard* abutting any *Zone* that is not an Employment, Open Space (OS) or Major Recreational (OSR) *Zone* – 18.0 metres.
3. *Minimum required yard* abutting any *Zone* that is not an Employment, Open Space (OS) or Major Recreational (OSR) *Zone* – 21.0 metres.

## PART 5 – PARKING & LOADING PROVISIONS

**Table 5.2: Non-Residential Parking Requirements**

<i>Use</i>	<i>Minimum Parking Space Requirement (Net floor area unless otherwise specified)</i>
<i>Animal Clinic</i>	1/16.9 m <sup>2</sup> nfa
<i>Arena</i>	1/3 fixed seats
<i>Art Gallery</i>	1/40 m <sup>2</sup> nfa
<i>Assembly Hall</i>	1/6 persons capacity
<i>Banquet Hall</i>	1/5.8 m <sup>2</sup> nfa
<i>Billiard Hall</i>	1/20 m <sup>2</sup> nfa
<i>Bowling Alley</i>	4/lane
<i>Business Office</i>	1/30 m <sup>2</sup> nfa
<i>Commercial Fitness Centre</i>	1/20 m <sup>2</sup> nfa
Commercial Self-Storage Facilities	1/5 m <sup>2</sup> nfa for the <i>business office</i> plus 1/100 m <sup>2</sup> of the <i>building(s)</i> used for storage, except where the <i>driveway</i> access to the storage unit has a minimum width of 7.0 metres, in which case no additional parking shall be required
<i>Community Centre</i>	1/10 m <sup>2</sup> nfa
<i>Day Nursery</i>	1.5/classroom plus 1/30 m <sup>2</sup> nfa
<i>Dry Cleaning Establishment</i>	1/12 m <sup>2</sup> nfa
<i>Financial Institution</i>	1/18 m <sup>2</sup> nfa
<i>Funeral Home</i>	Minimum 10 spaces, plus an additional 1/13 m <sup>2</sup> nfa
<i>Golf Course</i>	24 spaces/9 holes
<i>Golf Driving Range</i>	1.5/tee
<i>Greenhouse, Commercial</i>	1/20 m <sup>2</sup> nfa
<i>Hospital</i>	1/21 m <sup>2</sup> nfa
<i>Hotel</i>	1/room
<i>Industrial Use</i>	1/30 m <sup>2</sup> for the first 1,000 m <sup>2</sup> nfa, plus 1/100 m <sup>2</sup> nfa for the <i>floor area</i> between 1,000.1 m <sup>2</sup> and 5,000 m <sup>2</sup> nfa, plus 1/200 m <sup>2</sup> nfa for the <i>net floor area</i> in excess of 5,000.1 m <sup>2</sup> nfa
<i>Kennel</i>	1/16.5 m <sup>2</sup> nfa
<i>Library</i>	1/26.5 m <sup>2</sup> nfa
<i>Medical Office</i>	5 spaces OR 1/16.9 m <sup>2</sup> nfa, whichever is greater
<i>Miniature Golf Course</i>	1.25/tee
<i>Motel</i>	1.1/room
<i>Motor Vehicle Body Shop</i> <i>Motor Vehicle Repair Garage</i> <i>Motor Vehicle Service Station</i>	1/20m <sup>2</sup> nfa for the <i>business office</i> , plus any spaces required for <i>accessory</i> uses
<i>Motor Vehicle Dealership</i>	1/20 m <sup>2</sup> nfa for the <i>motor vehicle sales and/or rental establishment</i> , plus any spaces required for <i>accessory uses</i> .
<i>Motor Vehicle Gas Bar</i>	1/20 m <sup>2</sup> nfa
<i>Motor Vehicle Rental Establishment</i> <i>Motor Vehicle Sales and/or Rental Establishment</i>	1/20 m <sup>2</sup> nfa
<i>Museum</i>	1/40 m <sup>2</sup> nfa
<i>Personal Service Shop</i>	1/20 m <sup>2</sup> nfa
<i>Place of Worship</i>	1/4 persons of worship area capacity OR 1/9 m <sup>2</sup> nfa of worship area capacity, whichever is greater
<i>Restaurant</i>	1/9.3 m <sup>2</sup> nfa
<i>Restaurant, Take-Out</i>	1/16.6 m <sup>2</sup> nfa
<i>Retail Store</i>	1/20 m <sup>2</sup> nfa
<i>School, Commercial</i>	1/20 m <sup>2</sup> nfa
<i>School, Private</i> <i>School, Public</i>	4/classroom
<i>Service Shop</i>	1/20 m <sup>2</sup> nfa

<i>Use</i>	<b>Minimum Parking Space Requirement (Net floor area unless otherwise specified)</b>
<i>Supermarket</i>	1/13.8 m <sup>2</sup> nfa
<i>Theatre</i>	1/4 seats
<i>Trade and Convention Centre</i>	1/20 m <sup>2</sup> nfa, plus any spaces required for any <i>accessory restaurant and/or banquet hall</i>
<i>Transport Terminal Warehouse</i>	1/85 m <sup>2</sup> nfa
<i>Wayside Pit or Quarry</i>	Any spaces required for the <i>business office</i>
Any other non-residential <i>use</i> not specified in this table	1/30 m <sup>2</sup> nfa

#### 5.4 BARRIER-FREE PARKING SPACES

Barrier-free *parking spaces* for the exclusive *use* of physically disabled *persons* shall be provided in accordance with Tables 5.3 and 5.4, below:

**Table 5.3: Barrier-free Parking Requirements for a Hospital or Medical Office**

<b>Total Number of Automobile Parking Spaces Provided</b>	<b>Minimum Required Number of Barrier-free Parking Spaces</b>
1-30	1
31-60	2
61-100	3
For each additional 30 spaces or part thereof	1 additional space

**Table 5.4: Barrier-free Parking Requirements for All Other Uses**

<b>Total Number of Automobile Parking Spaces Provided</b>	<b>Minimum Required Number of Barrier-free Parking Spaces</b>
1-19	0
20-100	1
101-200	2
For each additional 100 spaces or part thereof	1 additional space

- a) A barrier-free *parking space* shall have minimum rectangular dimensions of 4.5 metres by 5.5 metres;
- b) A barrier-free *parking space* shall be located on level ground readily accessible to an entrance to such *building*; and,
- c) A barrier-free *parking space* shall be clearly identified and reserved for the exclusive *use* of physically disabled *persons*.

## 5.9 BICYCLE PARKING REQUIREMENTS

- a) Bicycle *parking spaces* are required for the *uses* listed in Table 5.9, below, in addition to any required *parking spaces* for *motor vehicles*:

**Table 5.9: Bicycle Parking Requirements**

<i>Use</i>	<i>Required Bicycle Parking Spaces</i>
<i>Retail Store</i> <i>Service Commercial Uses</i> <i>Institutional Uses</i>	2 spaces plus 1 space/1,000.0 m <sup>2</sup> nfa
<i>Industrial Uses having 1,000 m<sup>2</sup> nfa or greater</i>	2 spaces plus 0.25 spaces/1,000.0 m <sup>2</sup> nfa
<i>School, Private</i> <i>School, Public</i>	1 space/10 students capacity, plus 1 space/35 employees capacity

- b) Each bicycle *parking space* shall have a minimum length of 1.8 metres and a minimum width of 0.6 metres.
- c) Notwithstanding Section 5.9(a) above, bicycle *parking spaces* shall not be required in the Downtown Commercial (COM3) *Zone*.

### 5.7.3 Loading Space Requirements

**Table 5.7: Loading Spaces for All Other Uses**

<i>Gross Floor Area</i>	<i>Loading Spaces Required</i>
Less than 300.0 m <sup>2</sup> gfa	0
300.0 m <sup>2</sup> to 3,700.0 m <sup>2</sup> gfa	1
3,700.1 m <sup>2</sup> to 9,250.0 m <sup>2</sup> gfa	2
9,250.1 m <sup>2</sup> to 14,800.0 m <sup>2</sup> gfa	3
Over 14,800.0 m <sup>2</sup> gfa	3, plus 1 additional <i>loading space</i> for each additional 7,400 m <sup>2</sup> gfa or part thereof

Notwithstanding Table 5.7 above, no more than 1 *loading space* shall be required for all *net floor area* on a *lot* devoted to *business offices*.

**DEVELOPMENT CHARGES:**

Non-Residential Development Charges extracted from Development Charges By-Law 67/2009.

**SCHEDULE "B2"  
MUNICIPALITY OF PORT HOPE  
Saturday, February 01, 2014  
SCHEDULE OF NON-RESIDENTIAL DEVELOPMENT CHARGES**

SERVICE	COMMERCIAL / INSTITUTIONAL	INDUSTRIAL
	(per sq.ft. of Gross Floor Area)	(per sq.ft. of Gross Floor Area)
<b>Municipal-Wide Services</b>		
Roads and Related Services	3.30	
Fire Protection Services	0.38	
Parks and Recreation Services	0.39	
Library Services	0.02	
Administrative Services	0.23	
<b>Subtotal - Municipal-Wide Services</b>	<b>4.32</b>	<b>0.00</b>
<b>Area-Specific Services</b>		
Transportation Services - Ward 1	0.01	
Police Services - Ward 1	0.11	
OPP Services - Ward 2	0.00	
<b>Municipal Water and Wastewater Services</b>		
Water Treatment Plants	0.91	0.91
Water Services (excluding WTP)	1.17	1.17
Water Pollution Control Plants	3.20	3.20
Wastewater Services (excluding WPCP)	0.27	0.27
<b>Subtotal - Urban Area Services</b>	<b>5.56</b>	<b>5.56</b>
<b>WARD 1 (with full municipal water and wastewater services)</b>		
Municipal-Wide Services	4.33	
Area-Specific Services	0.12	
Municipal Water and Wastewater Services	5.57	5.57
<b>TOTAL - WARD 1</b>	<b>10.02</b>	<b>5.57</b>
<b>WARD 2 (no municipal water or wastewater services)</b>		
Municipal-Wide Services	4.33	
Area-Specific Services	0.00	
<b>TOTAL - WARD 2</b>	<b>4.33</b>	<b>0.00</b>

**DEVELOPMENT CHARGES EXEMPTION NOTES:**

By-Law 67/2009 Section 3.8.4 - For industrial uses, only the water and wastewater portion of the development charge identified in Schedule "B" is applicable.

As defined in By-Law 102/2009 An Amendment to By-Law 67/2009

Section 2 - "Notwithstanding Section 3.8 subsection 4, for dry industrial manufacturing uses in support of green energy (i.e. dry green energy industrial use) initiatives creating new employment and in support of the Economic Development Strategic Plan and the Corporate Strategic Plan, that development charges be calculated at 10% of the industrial rate calculated in subsection 4, (that being only the water and wastewater portion of the development charge identified in Schedule "B" being applicable)."

By-Law 102/2009 defines that a “dry green energy industrial use” shall mean an industry which is expected to consume 14,000 litres of water, or less, per day and whose primary purpose is the manufacturing, processing, fabrication, or assembly of any, or any combination of, renewable energy supply production equipment and/or systems, and/or components specific thereto. For the purposes of this definition renewable energy shall mean energy derived from geothermal, solar, water, or wind sources.”

**CONTACT FOR MUNICIPALITY OF PORT HOPE BUSINESS PARK:**

Judy Selvig  
Director, Economic Development & Tourism  
Municipal Development Team Office  
5 Mill Street South, Port Hope  
Phone: 905-885-2431 Ext 2503  
Toll Free: 855-238-0948  
Email: [jselvig@porthope.ca](mailto:jselvig@porthope.ca)

**Note: While we endeavour to keep this document as current as possible, any references herein maybe subject to change and we encourage you to confirm the applicability of any information with the appropriate Municipal contact(s).**

APPENDIX A

Sample Purchase and Sale Agreement  
Municipality of Port Hope Business Park



# TERM SHEET

1. **PURCHASER:**

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

2. **VENDOR: THE CORPORATION OF THE MUNICIPALITY OF  
PORT HOPE**

3. **PROPERTY:**

4. **PURCHASE PRICE:**

5. **DEPOSIT:**

6. **IRREVOCABLE DATE:**

7. **CONDITIONAL DATE:**

8. **CLOSING DATE:**

Purchaser's Initials \_\_\_\_\_

Vendor's Initials \_\_\_\_\_

## **AGREEMENT OF PURCHASE AND SALE**

**The PURCHASER, agrees to purchase from THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE, as VENDOR, the Property at the Purchase Price.**

### **DEPOSIT:**

The Purchaser shall submit the Deposit within 48 hours from acceptance by way of cash/certified cheque payable to the Vendor's Solicitor to be held by him 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 on completion by cash or certified cheque.

**SCHEDULE(S)** "A", "B" and "C" attached hereto form(s) part of this 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: Nil
4. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchaser until 11:59 A.M. on the Irrevocable Date, after which time, if not accepted, this Offer shall be null and void and the Deposit shall be returned to the Purchaser without interest or deduction.
5. **COMPLETION DATE:** See Schedule "A".
6. **NOTICES:** See Schedule "A".
7. **HARMONIZED SALES TAX ("HST"):** If this transaction is subject to Harmonized Sales Tax (H.S.T.), or other applicable or similar tax or value added tax then such tax shall be in addition to the Purchase Price.
8. **TITLE SEARCH:** See Schedule "A".
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 the Purchaser is or will be lawful except as may be specifically provided for in this Agreement or any Schedule thereto.
10. **TITLE:** See Schedule "A".

11. **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. Vendor agrees that, if requested by the Purchaser, he will deliver any sketch or survey of the property in his possession or within his control to Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company and which is not to be assumed by the Purchaser on completion, is not available in registerable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registerable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.
12. **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.
13. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of 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 all monies therefore 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.
14. **PLANNING ACT:** Provided that this Agreement shall be effective to create an interest in the Property only if the Vendor complies with the subdivision control provisions of The Planning Act by completion.
15. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registerable form at the expense of Vendor. 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.
16. **CLOSING ARRANGEMENTS:** Where each of the Vendor and Purchaser 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 to the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registerable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will (a) not occur at the same time as the registration of the transfer/deed (and 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 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. 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.

17. **RESIDENCY:** The Vendor shall deliver on completion the prescribed certificate or his statutory declaration that he is not then a non-resident of Canada under the Income Tax Act.
18. **ADJUSTMENTS:** Any Rents, mortgage interest, Realty taxes, and any other items properly the subject of adjustment in connection with the ownership of the Property, as applicable, shall be apportioned and allowed to the date of completion (the day itself to be apportioned to Purchaser.)
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 solicitors who may be specifically authorized in that regard.
20. **TENDER:** Any tender of documents or money hereunder may be made upon Vendor or Purchaser on their respective solicitors on the day set for completion of this Agreement. 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:** The Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O., 1990 unless the Vendor's spouse has executed the consent hereinafter provided.
22. **AGREEMENT IN WRITING:** If there is conflict between any provisions written or typed into 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.
23. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED IN WITNESS**

whereof I have hereunto set my hand and seal:

\_\_\_\_\_

Date: \_\_\_\_\_, \_\_\_\_\_

The above signed Purchaser agrees to the above Offer.

The undersigned Vendor agrees to the above Offer.

DATED AT \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED IN WITNESS**

whereof I have hereunto set my hand and seal:

**THE CORPORATION OF THE MUNICIPALITY  
OF PORT HOPE**

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

Name:

Title: Mayor

Date: \_\_\_\_\_, \_\_\_\_\_

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

Name:

Title: Clerk

Date: \_\_\_\_\_, \_\_\_\_\_

*I/We have authority to bind the Corporation*

Vendor's Solicitor:

Purchaser's Solicitor

Templeman Menninga LLP

Attention: Rolf M. Renz

Address: Suite 200, 205 Dundas St. East,  
Belleville, Ont. K8N 5A2

Address:

Phone: (613) 966-2620

Fax: (613) 966-2866

Phone:

Fax:

## SCHEDULE "A"

**Attached to and forming a part of this Agreement of Purchase and Sale between the Purchaser and THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE, as Vendor.**

1.1 This Schedule shall form part of the Agreement of Purchase and Sale between the Purchaser and the Vendor (the "Agreement"). Where any provision of this Schedule conflicts with or is inconsistent with any provision in the Agreement or any other schedule thereto, then, in the absence of any express provision contained herein or therein to the contrary, such provision in this Schedule shall govern and the inconsistent or conflicting provision in the Agreement or any other schedule shall be of no effect to the extent necessary to resolve any such conflict or inconsistency.

### 2.1 **DEFINITIONS:**

- 1) **"Business Day"** means any day except Saturday, Sunday or any statutory holiday in the Province of Ontario;
- 2) **"Closing Date"** means the date which is set out in paragraph 8 of the Term Sheet to which this Schedule is attached. In the event that the Closing Date falls upon a day when the Registry Office is closed, this Agreement shall be completed on the next Business Day that the Registry Office is open.
- 3) **"Conditional Date"** means the date which is set out in paragraph 7 of the Term Sheet to which this Schedule is attached.
- 4) **"Closing"** means the completion of the sale and purchase of the Subject Property pursuant to this Agreement by the transfer, delivery and registration of documents and title thereto and the payment of the purchase price at the time of closing;
- 5) **"Irrevocable Date"** - means the date which is set out in paragraph 6 of the Term Sheet to which this Schedule is attached.
- 6) **"Deposit"** means the date which is set out in paragraph 5 of the Term Sheet to which this Schedule is attached.
- 7) **"Encumbrance"** means any registered security interest, lien, charge, pledge, encumbrance, mortgage, easement, encroachment, right-of-way, restrictive covenant, licence, lease, municipal agreement or any other claim of any nature or kind whether financial or otherwise;
- 8) **"Property"** means that property identified in paragraph 3 of the Term Sheet to which this Schedule is attached.

- 9) **“Purchaser”** means the Purchaser as set out in paragraph 1 of the Term Sheet to which this Schedule is attached.
- 10) **“Purchaser’s Solicitor”** means the firm identified as such in the Agreement or such other counsel as the Purchaser may appoint with respect to this Agreement and the matters contemplated hereby;
- 11) **“Purchase Price”** means that amount in Canadian Dollars set out in paragraph 4 of the Term Sheet to which this Schedule is attached.
- 12) **“Site Plan Approval”** shall mean the final and binding approval from the municipality and all relevant authorities for the construction and siting, upon the Property, of a building with ancillary parking, landscaping, buildings, structures, entrances, and exits all in accordance with plans and specifications as determined by the Purchaser in its sole discretion on conditions acceptable to the Purchaser in its sole discretion;
- 13) **“Vendor’s Solicitor”** means the firm of Templeman Menninga,LLP Suite 200, 205 Dundas Street East, Belleville, Ontario K8N 5A2 or such counsel as the Vendor may appoint with respect to this Agreement and the matters contemplated hereby;
- 14) **“Permitted Encumbrances”** means the following Encumbrances:
  - i) The limitations, reservations, provisos and conditions expressed in the original grant from the Crown as amended by statute;
  - ii) Any registered, easements or rights-of-way for sewers, drains, gas steam and water mains or electric light and power or telephone serving the Subject Property; and,
  - iii) Any registered municipal subdivision agreements and registered agreements with publicly regulated utilities provided 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.
  - iv) Any easements, rights-of-way or restrictions identified in Schedule “C”.
  - v) the covenants and agreements set out in Schedule “B” to the Agreement.

### 3.1 ACCESS

From and after the execution of this Agreement, the Purchaser and its consultants shall have access to the Property for the purpose of conducting any inspections or tests the Purchaser deems necessary including of the surface and sub-surface (including ground water) by means of such bore holes, test pits or other excavation the Purchaser deems prudent and to place any surveys or survey markers as it

deems reasonable, provided that in the event this transaction is not completed, the Purchaser shall restore the Property to the state that existed prior to the Purchaser conducting any such inspections or test. All inspections, test, placing of survey stakes or survey markers shall be conducted at the Purchaser's sole risk and expense.

#### 4.1 **SITE PLAN**

The Vendor acknowledges that the Purchaser shall commence to prepare and submit an application or applications to the Vendor to obtain Site Plan Approval. It is understood and agreed that the Vendor's execution of this Agreement does not constitute any representation, warranty or assurance that Site Plan Approval will be forthcoming. The Purchaser's application shall be processed in the ordinary course.

#### 5.1 **CLOSING DELIVERIES**

On closing, the Vendor shall deliver to the Purchaser the following:

- 1) a Transfer/Deed of Land of the Property in registerable form containing the statements provided for in Subsection 50(22) of the Planning Act, (Ontario) with the consent of the appropriate land division committee endorsed thereon, if necessary;
- 2) A signed Agreement in the form annexed hereto as Schedule "B" together with such notice(s), acknowledgments and directions and other documents as may be required for registration of same against title to the Property in priority to all liens, charges or encumbrances;
- 3) a statutory declaration by an authorized signing officer of the Vendor attesting to the fact the Vendor is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act (Canada);
- 4) an undertaking to readjust the statement of adjustments, if necessary;
- 5) a statement of adjustments.

On closing the Purchaser will deliver to the Vendor the following:

- 1) certificate of the Purchaser confirming the Purchaser's H.S.T. registration number;
- 2) A signed Agreement in the form annexed hereto as Schedule "B" together with such notice(s), acknowledgments and directions and other documents as may be required for registration of same against title to the Property in priority to all liens, charges or encumbrances;
- 3) an undertaking to readjust all items on the statement of adjustments, if necessary;



- 4) an executed Site Plan Agreement in accordance with the Site Plan Approval together with all required security and proof of insurance and all other documentation required pursuant to same and/or required for registration of same against the title to this Property;
- 5) a Certified Cheque for the balance of the Purchase Price.

#### 6.1 NOTICE

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice or other communication, if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following the sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address shall also be governed by this section. Notices and other communications shall be addressed as follows:

- 1) To the Vendor:

The Corporation of the Municipality of Port Hope  
56 Queen Street  
Port Hope, ON L1A 3Z9  
Attention: Clerk

Telephone: (905) 885-2431  
Fax: (905) 885-0507

with a copy to the Vendor's Solicitor at:

Templeman Menninga LLP  
Barristers and Solicitors  
Suite 200, 205 Dundas Street East,  
Belleville, Ontario K8N 5A2

Attention: Rolf M. Renz

Telephone: (613) 966-2620  
Fax: (613) 966-2866

- 2) To the Purchaser at the address or FAX number set out in paragraph 1 of the Term Sheet to which the Agreement is attached.

## **7.1 DISCHARGE OF ENCUMBRANCES**

Vendor covenants and agrees to discharge all Encumbrances registered against the Subject Property on or before Closing other than Permitted Encumbrances.

## **8.1 PURCHASER'S and SITE PLAN APPROVAL CONDITIONS**

The obligation of the Purchaser and Vendor to complete the purchase of the Property pursuant to this Agreement is conditional until the Conditional Date on the following:

- 1) the Purchaser having obtained and the Vendor having granted in its sole discretion, Site Plan Approval;
- 2) the Purchaser being satisfied, in its sole discretion, as to the suitability of the soil conditions for the Property and as to the environmental status of the Property;
- 3) such additional conditions as may be set out in Schedule "C".

If any one or all of the Conditions is not fulfilled or performed, within the time limited, either party may by notice to the other party, or its solicitors, terminate the Agreement and the obligations of the Vendor and the Purchaser under this Agreement, whereupon the Deposit, shall be returned to the Purchaser immediately without interest or deduction and the parties shall have no further liability to each other. The conditions set forth herein, except for condition 8.1(1) regarding Site Plan Approval and except as may be provided in Schedule "C", are for the sole benefit of the Purchaser and as such may be waived, in whole or in part, by the Purchaser by written notice given as herein required.

The Vendor and Purchaser agree that the Vendor makes no representation with respect to the condition of any soils on the property or its environmental condition and that the Purchaser, on closing of this transaction accepts the property "as is" and covenants and agrees that, following closing the Vendor shall have no further liability in respect of the foregoing.

## **9.1 TITLE**

The title of the Vendor to the Property will be good and free from all registered Encumbrances other than the Permitted Encumbrances. The Purchaser will be allowed until 5:00 p.m. (Toronto Time) on the fifth (5th) Business Day following the satisfaction or waiver of the last of the Conditions contained in Section 8.1 of this Schedule "A" to examine title to the Property at the Purchaser's expense. If, during that time, any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement will, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void, and the deposit including the interest, if any, that has accrued thereon will be returned to the Purchaser without deduction and the Vendor, shall not be liable for any costs or damages. Save as to any valid objection so made and save as to any objection

going to the root of title, the Purchaser will be conclusively deemed to have accepted the title of the Vendor to the Property.

#### 10.1 MISCELLANEOUS

1) Gender and Number

In this Agreement, unless the context otherwise requires, words importing the singular includes the plural and vice versa and words importing gender include all genders;

2) Currency

Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency;

3) Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof;

4) Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5) Further Assurances

Each of the parties hereto shall promptly do, make, execute or deliver, or cause to be done, made, execute or deliver, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

6) This Agreement will be effective to create an interest in the Property only in the subdivision control provisions of the Planning Act (Ontario) are complied with by the Vendor on or before Closing and the Vendor hereby covenants to proceed diligently at its expense to obtain any necessary consent on or before closing.

**SCHEDULE "B"**

**AGREEMENT RE: BUSINESS PARK SALE AGREEMENT**

**MADE BETWEEN**

**THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE**

hereinafter called the "Corporation" of the First Part

**and**

hereinafter called the "Purchaser" of the Second Part

In interpreting this agreement:

"Substantially completed" in reference to the substantial completion of any buildings or improvements to be constructed shall mean the date upon which all contracts required for construction of such buildings or improvements have been "substantially performed" within the meaning of section 2(1) of the Construction Lien Act, R.S.O., 1990, c. C.30 and when all occupancy permits or other permits required by THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE prior to the occupation and use of the Property have been obtained.

"Property" shall mean those lands described as follows: \_\_\_\_\_

1. The Purchasers, for themselves, their heirs, executors, successors, administrators and assigns in consideration of the sum of two dollars and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged covenant, warrant and agree with the Corporation to observe and comply with the said restrictions and to exact identical covenants and restrictions from any purchaser or transferee of the said lands in any conveyance, to observe and comply with the following,
  - a) Construction and erection of a building on the Property in compliance with the Site Plan Agreement made between the Corporation and the Purchaser shall be commenced bona fide by the Purchaser within twelve (12) months of the date of registration of a deed or transfer of the Property from the Corporation to the Purchaser, and said building shall be substantially completed to the satisfaction of the Corporation within twenty four (24) months of the registration date of the said deed or transfer, failing which the Corporation may, at its option, at any time thereafter, require the Purchaser to reconvey the Property to the Corporation free of all liens, charges, mortgages, debentures, or other securities, encumbrances or work orders at a price equal to the purchase price paid by the Purchaser to the Corporation for the Property less Five Thousand (\$5,000.00) Dollars. The

Purchaser shall execute and deliver to the Corporation all such deeds and assurances and obtain and register all such discharges and releases as may be requisite in order to convey good title free and clear of all liens, charges, mortgages, debentures or other securities and encumbrances and vacant possession to the Corporation within thirty (30) days of having been requested to do so in writing by the Corporation.

- b) Until completion of the reconveyance to the Corporation all buildings and structures on the Property shall be and remain at the risk of the Purchaser.
  - c) Upon receipt of notice to reconvey and pending completion of the re-transfer to the Corporation the Purchaser shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear.
  - d) In the event of substantial damage the Corporation may elect not to have the Property reconveyed or may take the proceeds of any insurance and complete the reconveyance.
  - e) Taxes, local improvements charges, water and assessment rates shall remain the responsibility of the Purchaser until the reconveyance is completed.
  - f) Any chargees, mortgagees, debenture holder or holders of other securities or encumbrancers who have registered any charges, mortgages, debentures, security or other encumbrances whatsoever shall take title subject to the Corporation's right to such reconveyance and shall be required to deliver registerable discharges or releases of all such charges, mortgages, encumbrances, debentures or other security within 15 days of written request by the Corporation in the event the Corporation has required to the Purchaser to reconvey the Property as hereinbefore provided.
2. No sale or conveyance of the Property or any part thereof may be made by the Purchaser to any person or corporation, prior to the substantial completion of the construction and erection of the building as aforesaid, unless the Corporation shall have first been given the option to repurchase the property, free of all liens, charges or encumbrances, whatsoever at a price equal to the purchase price paid by the Purchaser from the Corporation for the Property, less Five Thousand (\$5,000.00) Dollars such option to be exercised by the Corporation within ninety (90) days of receipt by the Corporation of written notice of such option, provided that if the Corporation exercises the option, the transaction arising therefrom shall be completed within thirty (30) days of the exercise of the option and the provisions of paragraphs 1 (b), (c), (d) (e) and (f) shall apply *mutatis mutandis* and if the Corporation fails to exercise the option within the said ninety (90) days, the Purchaser shall be at liberty to sell or convey the property for the same or a greater price. Notwithstanding such sale to a new purchaser, such new purchaser shall continue to be bound by all the covenants, terms, conditions and restrictions contained in this Agreement and any reference to purchase price shall continue to mean the purchase price paid by the original Purchaser from the Corporation. For the purpose of this paragraph, if the Purchaser is a corporation, the word "sale", in addition to its ordinary meaning, shall be deemed to mean and include a sale or

disposition of the corporate shareholding of the Purchaser, if the Purchaser is a corporation which results in a change in the effective voting control of the Purchaser by the person or persons who, at the date of this indenture, holds or hold a majority of the corporate shares.

3. No part of the Property shall be excavated or dug up, except for the purpose of the construction of buildings and other structures approved in accordance with paragraph 3 hereof, the testing of soil, the installation of services or landscaping, and no topsoil shall be removed from the property at any time without the prior consent in writing of the Corporation.
4. Before any building permit may be issued to the Purchaser, the Purchaser shall be required and hereby agrees to enter into a Site Plan Agreement or Agreements with the Corporation and such other agreements as the Corporation may require with respect to the development of the property herein described, including access to servicing of and construction on the subject property and neighbouring properties, containing such terms as the Corporation may require, in its sole discretion, and the Corporation shall not be bound to issue any building permit until the terms of such Agreement(s) have been agreed to by the parties hereto and such Agreement(s) executed and registered on the title to the Property.
5. At any time after the signing of this Agreement, the Purchaser shall grant to the Corporation, or any utility company such easements as are deemed necessary by these authorities, at no cost to the Corporation or such utilities. It is understood that such grant of easement documents shall be delivered to the Corporation at such time as the Corporation may require in writing.
6. The Purchaser shall comply with all bylaws, laws and regulations of any governmental body having jurisdiction including, without limiting the generality of the foregoing, all rules, regulations, statutes, laws and orders made by or enforced by the Ministry of the Environment (Ontario) or under the Environmental Protection Act (Ontario) or made by any other governmental or regulatory authority having jurisdiction, both in the construction of any structures on the property and in the operation of any business to be conducted from or any plant on the property, including, without limiting the generality of the foregoing, any rules and regulations relating to the emission of pollutants to the air, ground or water or the use of waste or other materials for land fill on the property or neighbouring properties and shall indemnify and save harmless the Corporation in respect of same.
7. The Purchaser shall be responsible for and shall indemnify and save harmless the Corporation from any costs or damages to any municipal services or installations within or abutting the subject property which is caused by the acts or omissions of the Purchaser or its workmen, servants or agents, including damage to street signs, sidewalks, curbs, roads, survey stakes, water boxes, water keys, landscaping, water lines, storm sewers, sanitary sewers, hydrants, valves, utility connections, electric cables, transformers, telephone and cable television lines and all appurtenances thereto.
8. The Purchaser further agrees that he shall not subdivide the Property except by application pursuant to, at the Corporation's discretion, either for consent or pursuant to an approved plan of subdivision pursuant to Section 50 of the Planning

Act, R.S.O. 1990. c. P. 13, as amended without the prior written approval of the Corporation, which may not be unreasonably withheld. For a period of twenty (20) years from the registration of the deed from the Corporation to the original Purchaser, the Purchaser further agrees that if he wishes to subdivide the property in the manner aforesaid even if with the consent in writing of the Corporation, he shall, before proceeding with any application for subdivision, first offer all portions of the property to be subdivided which would, if subdivided, be on lots or blocks unencumbered with buildings, for sale to the Corporation, free from all liens, charges, mortgages and encumbrances, whatsoever at a price equal to the price per acre paid by the original Purchaser from the Corporation less the amount of any deposit paid pursuant to the Agreement of Purchase and Sale between the original Purchaser and the Corporation. The offer shall be made in writing to the Corporation and the Corporation shall have sixty (60) days from receipt of such offer to accept such offer or such acceptance. If the offer is not accepted, the Purchaser shall be at liberty to proceed with such subdivision in the manner aforesaid with the consent of the Corporation.

9. These covenants, warranties and agreements shall run with the lands herein described for a period of twenty (20) years from the date of registration of the deed or transfer of the Property from THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE to the Purchaser.
10. Any notice required or permitted to be given by the Corporation to the Purchaser may be effectively given to them personally or by letter sent by prepaid registered mail addressed to the Purchaser at the municipal address for the Property or at such other address as the Purchaser may in writing advise the Corporation from time to time and any notice required or permitted to be given hereunder by the Purchaser to the Corporation may be effectively given either personally or by letter sent by prepaid registered mail addressed to the Corporation at:

THE CORPORATION OF THE MUNICIPALITY OF PORT HOPE  
56 Queen Street  
Port Hope, ON L1A 3Z9

**Attention: Clerk**

or at such other address as the Corporation may in writing advise the Purchaser from time to time, and any such notice sent as aforesaid by prepaid registered mail shall be deemed to have been given on the day on which the letter containing such notice was posted and in the case of notice to the Purchaser shall be deemed delivered whether or not such letter is in fact received.

11. The covenants and restrictions contained in this agreement shall be deemed independent and severable and the invalidity or enforceability of any one covenant or restriction shall not affect the validity or enforceability of any other covenant.
12. The necessary changes in gender required to make the provisions of this agreement apply to either corporations or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

**SIGNED, SEALED AND DELIVERED IN WITNESS**

whereof I have hereunto set my hand and seal:

---

Date: \_\_\_\_\_,

*I have authority to bind the Corporation.*

DATED AT \_\_\_\_\_, Ontario this \_\_\_\_\_ day of \_\_\_\_\_,

**SIGNED, SEALED AND DELIVERED IN WITNESS**

whereof I have hereunto set my hand and seal:

**THE CORPORATION OF THE MUNICIPALITY  
OF PORT HOPE**

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

Name:

Title: Mayor

Date: \_\_\_\_\_,

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

Name:

Title: Clerk

Date: \_\_\_\_\_,

*We have authority to bind the Corporation.*



## SCHEDULE "C"

**Additional Covenants Pertaining to the Sale of Land by  
The Corporation of the Municipality of Port Hope  
hereinafter called the "Vendor " to**

hereinafter called the "Purchaser"

1. The Vendor shall have no liability or responsibility for payment of any real estate commissions.
2. This Agreement shall be further conditional for a period of forty-five (45) days from the date of acceptance upon the municipal council of the Vendor authorizing the execution of this Agreement and the completion thereof failing which this Agreement shall be null and void and of no further force or effect and the Purchaser's Deposit returned without interest or deduction. This condition may not be waived.
3. The Vendor shall deliver to the Purchaser on or before closing, a reference plan showing the Property and all easements, existing or to be granted or reserved.
4. The Purchaser agrees to accept title subject to such easements as the Vendor, in its sole discretion, may require to be reserved for services, drainage, or other municipal purposes.
5. The following shall be inserted as additional conditions in Article 8.1(3) of Schedule "A":