The Corporation of the Town of South Bruce Peninsula

By-Law Number 50-2013

Being a By-Law to Authorize the Mayor and Clerk to
Sign a First Right of Refusal Agreement and to Sign
Legal Documentation with Respect to the Amending of
a Restrictive Covenant for the Sauble Medical Clinic

Whereas Section 8 of the Municipal Act, 2001 states 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 whereas Section 9 of the Municipal Act, 2001 states that a municipality 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 in 2007, the Town of South Bruce Peninsula registered a restrictive covenant on property known as Part of Lot 25, Concession D, in the former Township of Amabel under registration number BR9836;

And whereas the Town of South Bruce Peninsula is desirous of entering into an agreement with the Sauble Medical Clinic which would allow for the Town of South Bruce Peninsula to have first right of refusal upon the sale of the property.

Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

1. That the Town approves of amending the restrictive covenant registered on the Sauble Area Medical Clinic building to reflect that 50% of the Medical Clinic remains for medical or ancillary purposes.

2. That the Mayor and Clerk be authorized to sign legal documentation required to amend the restrictive covenant registered on the Sauble Area Medical Clinic.

3. That the Mayor and Clerk be authorized to sign an agreement indicating that the Town has first right of refusal upon the sale of the property.

4. That the Town agrees to pay all costs associated with preparation and registration of the necessary legal documents as aforementioned.

5. That any by-law inconsistent with this by-law is hereby rescinded and replaced with this by-law.

6. That this by-law shall come into full force and effect upon the final passing thereof.
Read a first and second time this 7th day of May, 2013.

[Signature]
Deputy Chair
Mayor

[Signature]
Clerk

Read a third time and finally passed this 7th day of May, 2013.

[Signature]
Deputy Chair
Mayor

[Signature]
Clerk
RIGHT OF FIRST REFUSAL AGREEMENT

Dated this 4th day of May, 2013.

BETWEEN:

SAUBLE AREA MEDICAL CLINIC INCORPORATED

(hereinafter referred to as the “Owner”)

- AND -

THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

(hereinafter referred to as the “Town”)

IN CONSIDERATION of the payment of TWO DOLLARS ($2.00) made by the Town to the Owner (the receipt and sufficiency whereof is hereby acknowledged), the Owner hereby grants to the Town the right of first refusal involving the sale of all or any portion of the lands described in the SCHEDULE A attached hereto (the “Property”).

In the event the Owner receives an offer to purchase the Property from a third party that is acceptable to the Owner, it shall not enter into such agreement without having first given the Town thirty (30) days’ written notice of its intention to enter into such agreement which notice shall set forth all financial details and relevant terms of the proposed agreement and shall include a copy of the agreement. Failing receipt by the Owner within such thirty (30) day period of an offer to purchase from the Town containing the exact financial details and terms as set out in the said notice, the Owner shall be at liberty, free of this right of first refusal, to enter into the first mentioned agreement.

Provided, however, if the first mentioned agreement is not consummated on the same terms and conditions as set out thereon, the said right of first refusal shall be reinstated.

Any notice required or permitted to be given to a party hereunder shall be in writing and may be given by mailing the same postage prepaid, or delivering the same, to the other party at the address of the party to whom notice is sent, which address is set out below or to such other address as the said party shall by notice hereunder give to the other. Any such notice given as aforesaid shall be conclusively deemed to have been given on the date on which such notice is hand delivered, or if mailed, on the fifth day that there is postal delivery following the day on which such notice is mailed, as the case may be.

The Owner’s Address:

Sauble Area Medical Clinic
672 Main Street
Sauble Beach, ON N0H 2G0

The Town’s Address:
Town of South Bruce Peninsula
315 George Street
P.O. Box 310
Wiarton, ON N0H 2T0

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the date first written above.

SAUBLE AREA MEDICAL CLINIC
INCORPORATED

Per: 
Name: Carl R. Noble
Title: Chairman

Per: 
Name: Cecil Groves.
Title: Vice-Chairman
I/we have authority to bind the corporation.

THE CORPORATION OF THE TOWN
OF SOUTH BRUCE PENINSULA

Per: 
Name: Paul W. McKeown
Title: Deputy Clerk

Per: 
Name: Angela Catherine
Title: Clerk/Civic
I/we have authority to bind the corporation.
SCHEDULE A

Description of the Property

Municipal address: 672 Main Street, Sauble Beach, Ontario  N0H 2G0

Legal description: Part Lot 25, Concession D, Amabel, being Part 2 on 3R8503, South Bruce Peninsula