

**MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL HELD ON  
MONDAY, MAY 30, 2011, AT 5801 CAVENDISH BOULEVARD,  
CÔTE SAINT-LUC, AT 7:00 P.M.**

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PRESENT:

Mayor Anthony Housefather, B.C.L., L.L.B, M.B.A. presiding  
Councillor Dida Berku, B.C.L.  
Councillor Mike Cohen, B.A.  
Councillor Steven Erdelyi, B.Sc., B.Ed.  
Councillor Sam Goldbloom, B.A.  
Councillor Ruth Kovac, B.A.  
Councillor Allan J. Levine, B.Sc., M.A., DPLI

ALSO PRESENT:

Ms. Nadia Di Furia, Associate City Manager and HR Director  
M<sup>e</sup> Jonathan Shecter, City Clerk acted as Secretary of the meeting

**QUESTION PERIOD**

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Having no residents present there were no questions asked.

110539

**URBAN PLANNING AND LEGAL – IMMOVEABLE LANE SALE TO 9244-4462  
QUEBEC INC. (MARC CHAGALL)**

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WHEREAS the City of Côte Saint-Luc (“City”) wishes to sell a certain lane consisting of 3,783.51 square feet cadastrated under number 4 520 948 under the cadastre of Quebec, Registration Division of Montreal (“Lane”), to 9244-4462 Quebec Inc. (“9244”), a company co-owned by David Brown and Gerald Issenman, for the price of \$22.66/sq ft, or \$85,734.43 CDN;

WHEREAS the City however required, as a condition prior to the sale of the Lane, that 9244 acquire the adjacent lot cadastrated under number 1 560 592 of the cadastre of Quebec, Registration Division of Montreal (“Adjacent Lot”);

WHEREAS the above-noted condition has been fulfilled, as attested to by Notary Jamie Malus who declares to have executed a deed of sale on or around May 20, 2011 to 9244 in respect of the Adjacent Lot to 9244 under his minute number 8360 and to have subsequently published the same on or around May 24, 2011 under number 18 145 294;

It was

MOVED BY COUNCILLOR MIKE COHEN  
SECONDED BY COUNCILLOR SAM GOLDBLOOM

AND RESOLVED:

“THAT Côte Saint-Luc City Council hereby approves, adopts and ratifies that certain Offer to Purchase Agreement dated May 24, 2011 executed by the City’s Associate General Counsel on behalf of the City as Vendor, and by 9244-4462 Quebec Inc. (“9244”) as Purchaser, contemplating the sale of the lane

consisting of 3,783.51 square feet, cadastred under number 4 520 948 under the cadastre of Quebec, Registration Division of Montreal, for the price of \$22.66/sq ft, or \$85,734.43 CDN;

THAT the City's Associate General Counsel be and is hereby authorized to execute a certain deed of sale in respect of the Lane to 9244 before Notary Jamie Malus in conformity with the terms of the Agreement and the draft deed of sale annexed hereto."

CARRIED BY THE MAJORITY OF VOTES WITH COUNCILLORS DIDA BERKU AND STEVEN ERDELYI BOTH DISSENTING

110540

**APPROVAL OF THE ADJOURNMENT OF THE MEETING**

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It was

MOVED BY COUNCILLOR RUTH KOVAC  
SECONDED BY COUNCILLOR MIKE COHEN

AND RESOLVED:

"THAT Council hereby authorizes the Mayor to declare the Meeting adjourned."

CARRIED UNANIMOUSLY

**AT 7:02 P.M. MAYOR HOUSEFATHER DECLARED THE MEETING  
ADJOURNED.**

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ANTHONY HOUSEFATHER  
MAYOR

\_\_\_\_\_  
JONATHAN SHECTER  
CITY CLERK



**AGREEMENT ENTERED INTO AT COTE SAINT-LUC, QUEBEC EFFECTIVE THE 24 DAY OF May 2011 ("Agreement")**

**BETWEEN:**

THE CITY OF CÔTE SAINT-LUC, a municipality organized and existing under the laws of Quebec, and having its city hall at 5801 Cavendish Blvd., Côte Saint-Luc, Quebec, H4W 3C3

"VENDOR"

**AND:**

9244-4462 Quebec Inc

"PURCHASER"

**WHEREAS**, the VENDOR, hereby offers to sell to the PURCHASER, for the price and subject to the terms and conditions hereinafter set forth the property defined in Section 2 below ("PROPERTY"); and

The Purchaser agrees to purchase said PROPERTY pursuant to the terms of this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

**1. PREAMBLE**

1.1. The preamble of this Agreement shall form an integral part hereof as if recited at length herein.

**2. DESCRIPTION**

2.1. The PROPERTY consists of **3,783.51** square feet of lot number 4 520 948 of the cadastre of Quebec, Registration Division of Montreal the whole as more fully illustrated in Annex A.

2.2. Adjustments may be made, where necessary, pending receipt of the surveyor's report attesting to the accurate dimensions of the PROPERTY.

**3. PURCHASE PRICE AND DEED OF SALE**

3.1. The purchase price for the PROPERTY is the total amount based on the municipal evaluation of the PROPERTY which is **TWENTY-TWO DOLLARS and SIXTY-SIX CENTS per square foot** (\$ 22.66/sq. ft); therefore, the purchase price is **EIGHTY-FIVE THOUSAND SEVEN HUNDRED THIRTY-FOUR and 43/100 Canadian dollars** (\$85,734.43CDN) ("PURCHASE PRICE"). The PURCHASE PRICE shall be adjusted accordingly where the dimensions of the PROPERTY are modified pursuant to section 2.2.

3.2. The parties agree to sign, at a mutually agreeable date, before the PURCHASER's notary, Me Jamie Malus a notarized deed of sale ("Deed of Sale") drawn up in English whereby the VENDOR shall transfer ownership of the PROPERTY to the PURCHASER in consideration for the PURCHASE PRICE.

3.3. Upon execution of this Agreement, the PURCHASER shall remit, by certified cheque the sum of the PURCHASE PRICE to Me Jamie Malus Notary In Trust who will retain said sum until the Deed of Sale for the PROPERTY has been signed and duly registered and entered into the land register, the whole without

Initials  
Vendor Purchaser

adverse entries, at which time said sum shall be disbursed to the VENDOR.

3.4. Possession of the PROPERTY shall be delivered to the PURCHASER at the date the PURCHASE PRICE has been paid in full to the VENDOR.

#### 4. OBLIGATIONS AND WARRANTIES OF PURCHASER

4.1. The PURCHASER shall obtain prior to the signing of the Deed of Sale, where necessary, at his own initiative and expense, an assigned cadastral number to any portion of the PROPERTY which needs to be subdivided in order to execute this Agreement.

4.2. The PURCHASER shall pay all the fees for and expenses related to the purchase of the PROPERTY including but not limited to, the costs of any necessary subdivisions, land surveyors and/or preparation of the Deed of Sale, its registration, notarial fees and the necessary copies thereof, including **two (2)** copies for the VENDOR, to be paid for by the PURCHASER, which will assume all future instalments of all assessments to be made to the date of the signing of the Deed of Sale.

4.3. The PURCHASER shall pay any and all duties related to the transfer of ownership.

4.4. The PURCHASER has been duly incorporated and immatriculated under the laws of Quebec and is in good standing.

4.5. The Purchaser has authorized David Brown to execute this Agreement on the PURCHASER's behalf.

#### 5. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF VENDOR

5.1 The VENDOR provides the following representations and warranties to the PURCHASER:

5.1.1. The VENDOR has clear title to the PROPERTY, free and clear of all hypothecs, privileges, liens, rights of third parties, restrictions, homologated lines or reserves, encroachments or other encumbrances of any nature whatsoever.

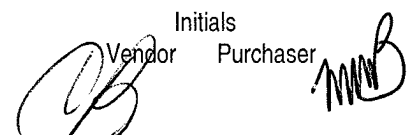
5.1.2. To the best of VENDOR's knowledge, at the date of this Agreement, the VENDOR has not received notice from any federal, provincial, or other governmental authority, board, commission or agency having jurisdiction over the PROPERTY notifying the VENDOR or placing it in default to conform to any law, by-law, ordinance or regulation relating to the environment, zoning, fire, health or otherwise and the VENDOR is not aware of any violation or infraction thereof.

5.1.3. To the best of VENDOR's knowledge, at the date of this Agreement, there are no claims or actions pending between the VENDOR and any third person with respect to the PROPERTY and no default exists with respect to the fulfilment of any of the obligations incurred by the VENDOR or any third person in connection with any matter affecting the PROPERTY.

5.1.4. To the best of VENDOR's knowledge, at the date of this Agreement, the VENDOR has no knowledge of any expropriation or homologation proceedings, actual or contemplated, affecting the PROPERTY.

5.1.5. Other than the representation and warranties expressed above, the VENDOR provides no further representations and warranties to the PURCHASER and VENDOR expressly disclaims any additional warranties, statutory or contractual, express or implied, including, without limitation, fitness of the PROPERTY for any specific purpose, its merchantable quality, or any warranty against latent defects.

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**6. GENERAL**

- 6.1. It is understood and agreed that no failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.
- 6.2. All notices or other communications hereunder to either party, including any notices of default under any provision hereof, must be sent in writing and shall be deemed accepted immediately when hand delivered or sent by courier service or by facsimile, or *five* (5) days after having been mailed via registered mail or by telegram, fee prepaid. Any notice of communication to the VENDOR must be addressed as follows:
- City of Cote Saint Luc  
Attn: Associate General Counsel  
Purchasing Department  
5801 Cavendish Boulevard, 2<sup>nd</sup> Floor  
Cote Saint Luc, Quebec  
H4W 3C3
- 6.3. The rights and recourses of any party shall be cumulative and not alternative and are not limited by specification.
- 6.4. Unless otherwise dictated by the context, the singular number shall include the plural and vice versa; the masculine shall include the feminine and vice versa and, where applicable to firms, companies or corporations, the neuter.
- 6.5. The descriptive headings of this Agreement are inserted for convenience, reference and clarity of presentation only and shall not serve in any manner to interpret, restrict or enlarge the meaning of the provisions contained herein.
- 6.6. If the expiry of any delay provided for in this Agreement falls on a non-judicial day (as defined in the Quebec Code of Civil Procedure), then the delay shall be extended to the next following judicial day.
- 6.7. If any clause or provision herein contained shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this Agreement, or constitute any other cause of action in favour of either party against the other.
- 6.8. The parties agree to do, sign and execute all acts, deeds, documents and corporate proceedings necessary or desirable to give full force and effect to this Offer.
- 6.9. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Quebec, Canada.
- 6.10. The parties acknowledge that they have required and consented that this Agreement and all related documents be prepared in English. Les parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 6.11. This Agreement shall constitute a contract legally binding the parties hereto.
- 6.12. Neither party shall be liable for any consequential, indirect or special damages under this Agreement and the VENDOR's total liability under this Agreement for direct damages, cumulative in the aggregate shall never exceed the PURCHASE PRICE.

**7. SPECIAL CONDITION**

- 7.1 The parties confirm that this Agreement is conditional upon the PURCHASER becoming owner of the land immediately adjacent to the PROPERTY, namely lot number 1 560 592 of the cadastre of Quebec. A

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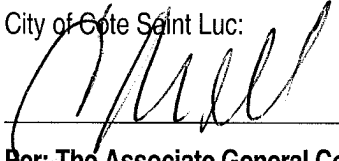
 

resolution emanating from the City of Côte Saint-Luc Council authorizing this sale shall not be issued in final form until such time as the PURCHASER has become owner of the adjacent land.

And after due reading hereof, the parties hereto have caused this Agreement to be executed in triplicate by their respective duly authorized representatives as of the day and the year first written above.

VENDOR

City of Côte Saint Luc:



Per: The Associate General Counsel

PURCHASER

■ 9244-4462 Quebec Inc.



Per: David Brown, an authorized signatory and officer of the PURCHASER

Initials

Vendor

Purchaser

