

PROCÈS-VERBAL DE LA SÉANCE SPÉCIALE DU CONSEIL, TENUE LE LUNDI 30 MAI 2011, AU 5801, BOULEVARD CAVENDISH, À CÔTE SAINT-LUC, À 19 H

ÉTAIENT PRÉSENTS :

Le Maire Anthony Housefather, B.D.C., L.L.B, M.B.A. qui présidait
La conseillère Dida Berku, B.D.C.
Le conseiller Mike Cohen, B.A.
Le conseiller Steven Erdelyi, B.Sc., B.Ed.
La conseillère Ruth Kovac, B.A.
Le conseiller Allan J. Levine, B.Sc., M.A., DPLI

ÉTAIENT AUSSI PRÉSENTS :

Mme Nadia Di Furia, Directrice générale adjointe et Directrice des Ressources humaines
M. Jonathan Shecter, Greffier, agissant à titre de secrétaire de réunion

PÉRIODE DE QUESTIONS

Comme aucun résidant n'était présent, il n'y a pas eu de questions.

110539

AMÉNAGEMENT URBAIN – VENTE D'UN IMMEUBLE À 9244-4462 QUÉBEC INC. (MARC CHAGALL)

ATTENDU QUE LA Ville de Côte Saint-Luc (« Ville ») souhaite vendre une ruelle constituée de 3 783.51 pieds carrés portant le numéro de cadastre 4 520 948 au Cadastre du Québec, circonscription foncière de Montréal (« l'Immeuble »), à 9244-4462 Québec inc. (« 9244 »), une compagnie appartenant conjointement à David Brown et Gerald Issenman, pour le prix de 22,66 \$/pi.ca., ou 85 734,43 \$ CAN;

ATTENDU QUE la Ville a toutefois demandé, comme condition préalable à la vente de l'Immeuble, que 9244 se porte acquéreur du lot adjacent portant le numéro de cadastre 1 560 592 du Cadastre du Québec, circonscription foncière de Montréal (« Lot adjacent »);

ATTENDU QUE la condition susmentionnée a été remplie, comme l'a attesté le notaire Jamie Malus qui déclare avoir signé un acte de vente le ou envers le 20 mai 2011 afférent au Lot adjacent à 9244 sous le numéro 8360 de ses minutes et l'avoir subséquemment publié le ou envers le 24 mai 2011 sous le numéro 18 145 294;

Il fut

PROPOSÉ PAR LE CONSEILLER MIKE COHEN
APPUYÉ PAR LE CONSEILLER SAM GOLDBLOOM

ET RÉSOLU :

« QUE le conseil de la Ville de Côte Saint-Luc, par la présente, approuve, adopte et ratifie que l'Entente d'offre d'achat en date du 24 mai 2011 signée par la conseillère générale associée de la Ville au nom de la Ville en tant que Vendeur, et par 9244-4462 Québec inc. (« 9244 ») en tant qu'Acquéreur, en vue de la vente

de l'immeuble consistant en 3 783.51 pieds carrés, portant le numéro de cadastre 4 520 948 au Cadastre du Québec, circonscription foncière de Montréal, pour le prix de 22,66 \$/pi.ca., ou 85 734,43 \$ CAN;

QUE la conseillère générale associée de la Ville soit et elle est, par la présente, autorisée à conclure l'acte de vente à 9244 relatif à l'Immeuble, devant le notaire Jamie Malus conformément aux conditions de l'Entente et au projet d'acte de vente annexés aux présentes. »

ADOPTÉE PAR LA MAJORITÉ DES VOIX AVEC LES CONSEILLERS DIDA BERKU ET STEVEN ERDELYI ENREGISTRANT LEUR DISSIDENCE

110540

APPROBATION DE L'AJOURNEMENT DE LA SÉANCE

Il fut

PROPOSÉ PAR LA CONSEILLÈRE RUTH KOVAC
APPUYÉ PAR LE CONSEILLER MIKE COHEN

ET RÉSOLU :

« QUE le conseil autorise que le Maire déclare la séance ajournée. »
ADOPTÉE À L'UNANIMITÉ

À 19 H 02, LE MAIRE HOUSEFATHER A DÉCLARÉ QUE LA SÉANCE ÉTAIT AJOURNÉE.

ANTHONY HOUSEFATHER
MAIRE

JONATHAN SHECTER
GREFFIER



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

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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.

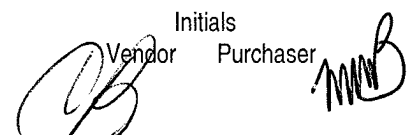
5.1.2. To the best of VENDOR's knowledge, at the date of this Agreement, the VENDOR has not received notice from any federal, provincial, or other governmental authority, board, commission or agency having jurisdiction over the PROPERTY notifying the VENDOR or placing it in default to conform to any 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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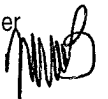
6. GENERAL

- 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, 2nd 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-juridical day (as defined in the Quebec Code of Civil Procedure), then the delay shall be extended to the next following juridical 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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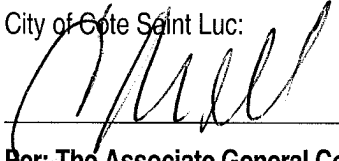
 

resolution emanating from the City of Côte Saint-Luc Council authorizing this sale shall not be issued in final form until such time as the PURCHASER has become owner of the adjacent land.

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

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Vendor

Purchaser

