

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
BY-LAW NO. 2019 - 57

Being a By-law to enter into an Agreement for an offer of purchase agreement with Philip David Weddel for lands known as 4855 Highway 520 -- Part of Part 1. Plan 42R4455 (Part of Lot 1. Con VIII. Croft) and intended to comprise 4 acres more or less.

WHEREAS Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25 as amended, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Municipal Act or any other Act;


AND WHEREAS the Council of the Municipality of Magnetawan deems it appropriate and in the public interest to enter into an Offer of Purchase Agreement for lands described as Part of Part 1. Plan 42R4455 (Part of Lot 1. Con VIII. Croft) and intended to comprise 4 acres more or less;

NOW THEREFORE the Council of the Corporation of the Municipality of Magnetawan enacts as follows:

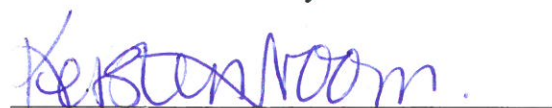
1. The Municipality of Magnetawan enters into an Offer of Purchase agreement with Philip David Weddel.
2. The Municipality hereby ratifies the agreement attached to this by-law and marked as Schedule "Agreement of Purchase and Sale" and authorizes the Mayor and Clerk to sign the Agreement of Purchase and Sale as presented.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 18th day of September 2019

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

AGREEMENT OF PURCHASE AND SALE

PURCHASER, Philip David Weddel on behalf of a corporation to be incorporated, agrees to purchase from

VENDOR, The Corporation of the Municipality of Magnetawan the following

REAL PROPERTY: Part of Part 1, Plan 42R4455 (Part of Lot 1, Con VIII, Croft) generally identified in Schedule B said portion hereinafter referenced as the "Property" and intended to comprise 4 acres more or less.

PURCHASE PRICE: Five hundred sixty-five Thousand Five Hundred and Nine Dollars (CDN\$ 565,509.00)

DEPOSIT: Purchaser submits herewith Five Thousand (\$5,000.00) Dollars (CDN) to be held 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 of the purchase price by certified cheque to the Vendor on closing, subject to the usual adjustments.

SCHEDULE(S) "A" and "B" inclusive attached hereto form part of this Agreement.

1. **CHATELS INCLUDED:** None

2. **FIXTURES EXCLUDED:** None

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: N/A

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Purchaser until 4:30 p.m. on the 20th day of September, 2019 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest. Purchaser acknowledges that it shall be required to attend at the main Municipal Office of the Vendor to obtain its deposit cheque or bank draft.

5. **COMPLETION DATE:** See Schedule A, section/condition 3. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **NOTICES:** Intentionally Deleted.

7. **GST/HST:** If this transaction is subject to Goods and Services Tax (G.S.T.) or Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price. If this transaction is not subject to G.S.T. or H.S.T., Vendor agrees to provide on or before closing, a certificate that the transaction is not subject to G.S.T. or H.S.T.

8. **TITLE SEARCH:** Purchaser shall be allowed until 10 days prior to the Completion Date set out in section 5 above (Requisition Date) to examine the title to the Property at his own expense and to satisfy himself that there are no outstanding work orders or deficiency notices affecting the Property, that its proposed use will be lawful. Vendor hereby consents to the municipality or other governmental agencies releasing to Purchaser details of all outstanding work orders affecting the Property, and Vendor agrees to execute and deliver such further authorizations in this regard as Purchaser may reasonably require

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 Purchaser is or will be lawful except as may be specifically 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 in this Agreement and save and except for 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; any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and 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 present use of the Property. If within the specified times referred to in paragraph 10 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser 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 Vendor 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 the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

11. **CLOSING ARRANGEMENTS:** 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 14 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 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.

12. 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. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser 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 Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. 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.

14. 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 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 Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. PLANNING ACT: Intentionally Deleted.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. 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.

17. RESIDENCY: Purchaser shall be credited towards the Purchase Price with the amount, if any, necessary for Purchaser to pay to the Minister of National Revenue to satisfy Purchaser's liability in respect of tax payable by Vendor under the non-residency provisions of the Income Tax Act by reason of this sale. Purchaser shall not claim such credit if Vendor delivers on completion the prescribed certificate or a statutory declaration that Vendor is not then a non-resident of Canada.

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 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 lawyers who may be specifically authorized in that regard.


20. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. 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: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. UFFI: Intentionally deleted.

23. CONSUMER REPORTS: Intentionally Deleted.


24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in 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.



25. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

BY THE PURCHASER

SIGNED AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand

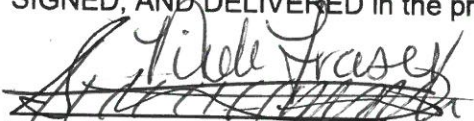

Witness R. van der Wijs


Philip David Weddell Date: Sept 5, 2019

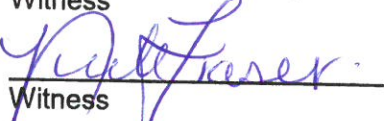
Witness _____ Date: _____


BY THE VENDOR

SIGNED, AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand


Witness Tilde Fraser


Mayor: _____ Date: Sept 19/19


Witness Tilde Fraser


Clerk: Kristen Droom Date: Sept 19 2019

Vendor's Lawyer: Russell, Christie LLP, 505 Memorial Ave., Box 158, Orillia, ON L3V 6J3
Phone: 705.325.1326 Fax: 705.327.8258 Email: eveldboom@russellchristie.com

Purchaser's Lawyer: Robert J. van der Wijs
Address: PO Box 541, BUKIES Falls, POA 1C0
Phone: 705-382-2746 Fax: 705-382-3621 Email: robvdlw@primus.ca

SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE

PURCHASER, Philip David Weddell for a corporation to be incorporated, agrees to purchase from
VENDOR, The Corporation of the Municipality of Magnetawan the following
REAL PROPERTY Part of Part 1, Plan 42R4455 (Part of Lot 1, Con VIII, Croft) generally identified in Schedule B said portion hereinafter referenced as the "Property" and intended to comprise 4 acres.

1. "As Is" Condition

The Purchaser acknowledges that it is purchasing the Property in an "as is/where is" condition. The Vendor makes and has not made any representation as to the existing well, sewage disposal system or any building/structures on the property nor in relation to the condition of the real property itself.

The Purchaser agrees the Vendor is not liable for any environmental matters relating to the Property.

On closing of this transaction the Purchaser agrees and does hereby assume and be responsible for and releases the Vendor, its officers, employees and agents from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused before, on or after the closing date which the Purchaser has or may have by reason of any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including any environmental liability and the Purchaser shall indemnify the Vendor, its officers, employees and agents, from and against all losses, damages, costs, expenses, claims, liabilities, actions, causes of action and demands whether occurring or caused before, on or after the closing date of this transaction which the Vendor, its officers, employees and agents may suffer, incur, be subject to or liable for as a result of any claim brought against any one or more of them for any cause, matter or thing whatsoever arising out of or in any way related to the Property, or lands adjacent to the Property, including, without limitation, any environmental liability. The indemnity provided by the Purchaser herein shall not extend to any liability resulting from the deliberate or grossly negligent actions of the Vendor or of those for whom the Vendor is responsible in law.

The provisions set out in this Paragraph 1 of this Schedule "A" shall not merge on the closing of this transaction and the Purchaser shall be required to execute a formal waiver incorporating the above wording as a condition of the completion of this transaction.

2. Reference Plan

The Vendor shall be responsible for obtaining and paying for the preparation and deposit of a reference plan to describe the Property.

3. Completion Date

This Agreement shall be completed by no later than 4:30 p.m. on the 14th or 21st or 28th day (**circle only one of the three options; If no date is selected the purchaser will be deemed to have selected the 28th**) following deposit of the Reference Plan (Condition 2) or the first day thereafter upon which the Land Registry Office is open.

SCHEDULE "B" TO THE AGREEMENT OF PURCHASE AND SALE

PURCHASER, Philip David Weddel, agrees to purchase from
VENDOR, The Corporation of the Municipality of Magnetawan the following
REAL PROPERTY Part of Part 1, Plan 42R4455 (Part of Lot 1, Con VIII, Croft) generally identified in Schedule
B said portion hereinafter referenced as the "Property" and intended to comprise 4 acres.

4 acre parcel
↑ to be severed

