

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2023 - 22

Being a By-law to Authorize the Gifting of Lands

WHEREAS the Council of the Municipality of Magnetawan has received a request for the gifting of Lands Municipally owned known as PLAN 319 Lot 26 Last Street W/S (Roll# 494402000200100);

AND WHEREAS the Council of the Municipality of Magnetawan declared the lands located at PLAN 319 Lot 26 Last Street W/S as surplus on May 10, 2023 Motion# 2023-129 and public notice was posted May 11, 2023;

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

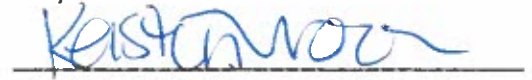
1. **THAT** Council endorses and approves the Gifting of Lands as requested, subject to the condition that Habitat shall reconvey the lands to the Municipality should it not diligently proceed with the construction of the proposed single detached dwelling, and with each party being responsible for their own legal cost and disbursements;
2. **AND FURTHER THAT** the CAO/Clerk of the Municipality of Magnetawan is hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided;
3. **AND FURTHER THAT** the CAO/Clerk and the Mayor are hereby authorized and directed to execute all necessary documents to effect the transfer and to implement the condition set out in paragraph 1 (through registration of an Option to Purchase) and to affix the Corporate Seal of the Municipality to such documents.

READ A FIRST, SECOND, AND THIRD TIME, passed, signed and the Seal of the Corporation affixed hereto, this 31st day of May 2023.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN



Mayor



CAO/Clerk

ACKNOWLEDGMENT AND DIRECTION

TO: RUSSELL, CHRISTIE, LLP

RE: The Corporation of the Municipality of Magnetawan Transfer to
& Notice of Option to Purchase
Habitat for Humanity Ontario Gateway North
Lt 26 W/S Last St PL 319; Magnetawan, District of Parry Sound
Part of PIN 52081-0541(LT)

This will confirm that:

- We have reviewed the information set out below, and that this information is accurate.
- You are authorized and directed to sign and register electronically on behalf of The Corporation of the Municipality of Magnetawan, the electronic documents described in this Acknowledgment and Direction, and any other document(s) required to complete the transaction described above. Such documents are described in Schedule "A" attached.
- You are authorized to insert any information that may be required in the electronic documents described in this Acknowledgment and Direction that may not be available to you at the time of execution of this Acknowledgment and Direction.
- The effect of the electronic documents described in this Acknowledgment and Direction has been fully explained to The Corporation of the Municipality of Magnetawan and the Municipality understands that it is a party to and is bound by the terms and provisions of these electronic documents to the same extent as if we have signed these documents.
- We are in fact a party named in the electronic documents described in this Acknowledgment and Direction and have not misrepresented our identity to you.
- We hereby authorize you to make any minor, non material alterations that may be required by the Land Registry Office to effect certification of the electronic documents described in this Authorization and Direction by the Land Registry Office.
- Execution of this Acknowledgment and Direction by facsimile transmission shall be binding upon the party so signing.

DATED at Magnetawan, Ontario this 31 day of May, 2023.

THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN

Per: _____

Sam Dunnett, Mayor

Per: _____

Kerstin Vroom, CAO/Clerk

We have authority to bind the Corporation

SCHEDULE "A" - Description of Electronic Documents - (copies attached)

- | | | |
|---|--|--|
| 1 | Transfer of Lot 26 W/S Last St PL 319;
Magnetawan | From: The Corporation of the
Municipality of Magnetawan
To: Habitat for Humanity Ontario
Gateway North |
| 2 | Notice of Option to Purchase
Lot 26 W/S Last St PL 319;
Magnetawan | From: Habitat for Humanity Ontario
Gateway North.
To: The Corporation of the
Municipality of Magnetawan |

Properties

PIN 52081 - 0541 LT Interest/Estate Fee Simple Split
 Description LT 26 W/S LAST ST PL 319; MAGNETAWAN
 Address MAGNETAWAN

Consideration

Consideration \$2.00

Transferor(s)

The transferor(s) hereby transfers the land to the transferee(s).

Name THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
 Acting as a company
 Address for Service 4304 Highway 520, P.O. Box 70
 Magnetawan, ON P0A 1P0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Sam Dunnelt, Mayor & Kerstin Vroom, Clerk.

Transferee(s)	Capacity	Share
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Name	HABITAT FOR HUMANITY ONTARIO GATEWAY NORTH	
Address for Service	Acting as a company MAGNETAWAN	

Statements

The land is being acquired or disposed of by the Crown in Right of Ontario or the Crown in Right of Canada, including any Crown corporation, or any agency, board or commission of the Crown; or a municipal corporation.

Calculated Taxes

Provincial Land Transfer Tax	\$0.00
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File Number

Transferor Client File Number : 63-283-430

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 52081 - 0541 LT 26 W/S LAST ST PL 319; MAGNETAWAN

BY: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
TO: HABITAT FOR HUMANITY ONTARIO GATEWAY NORTH

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$0.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$0.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$0.00

PROPERTY Information Record

A. Nature of Instrument: Transfer
LRO 42 Registration No. Date:

B. Property(s): PIN 52081 - 0541 Address MAGNETAWAN Assessment -
Roll No

C. Address for Service: MAGNETAWAN

D. (i) Last Conveyance(s): PIN 52081 - 0541 Registration No.

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

Properties

PIN 52081 - 0541 LT *Interest/Estate* Fee Simple *Affects Part of Prop*
Description LT 26 W/S LAST ST PL 319; MAGNETAWAN
Address MAGNETAWAN

Consideration

Consideration \$2.00

Party From(s)

Name HABITAT FOR HUMANITY ONTARIO GATEWAY NORTH
Acting as a company
Address for Service

Party To(s) *Capacity* *Share*

Name THE CORPORATION OF THE MUNICIPALITY OF
MAGNETAWAN
Acting as a company
Address for Service 4304 Highway 520, P.O. Box 70
Magnetawan, ON P0A 1P0

Statements

The agreement is dated and the option expires
This notice may be deleted by the Land Registrar after
Provision for renewal or extension, This agreement does not provide for a renewal or extension.
The following is the complete option to purchase

Calculated Taxes

Provincial Land Transfer Tax \$0.00

File Number

Party To Client File Number : 63-283-430

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 52081 - 0541 LT 26 W/S LAST ST PL 319; MAGNETAWAN

BY: HABITAT FOR HUMANITY ONTARIO GATEWAY NORTH
TO: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

1. SAM DUNNETT, MAYOR & KERSTIN VROOM, CLERK

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN described in paragraph(s) (C) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) (C) above.
- (f) A transferee described in paragraph (C) and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph (C) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4.

Explanation for nominal considerations:

s) other: Notice of Option to Purchase pursuant to municipal agreement.

5. The land is not subject to an encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "Greater Golden Horseshoe Region", "specified region", "spouse" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act and O. Reg 182/17. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (b) This is not a conveyance of "designated land".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

PROPERTY Information Record

- A. Nature of Instrument: Notice Of Option To Purchase
LRO 42 Registration No. Date:
- B. Property(s): PIN 52081 - 0541 Address MAGNETAWAN Assessment -
Roll No
- C. Address for Service: 4304 Highway 520, P.O. Box 70
Magnetawan, ON P0A 1P0
- D. (i) Last Conveyance(s): PIN 52081 - 0541 Registration No.
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

OPTION TO REPURCHASE THE PROPERTY

TO: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN (The "Municipality")

1. In consideration of TWO DOLLAR (\$2.00) paid by the Municipality to Habitat for Humanity Ontario Gateway North (the "Developer"), the Developer hereby irrevocably grants to the Municipality the exclusive option to purchase the "Property" for the sum of two dollars less:
 - a. the Municipality's reasonable legal fees and disbursements incurred as a result of the conveyance of the Property to the Developer and the conveyance provided for herein; and
 - b. any amount of municipal taxes payable on the Property.

As the cumulative amount of the expenses/costs provided for in subsections a) through b) will exceed the amount to be paid to Habitat for Humanity Ontario Gateway North, such amounts shall be payable to the Municipality and constitute a debt owing to the Municipality on the re-conveyance of property to the Municipality.

2. This option will not be exercised in the event that the Developer does seriously commence construction of the proposed single detached dwelling on the property within one (1) year of the date of the transfer of the property to the Developer. For the purposes of this option, serious commencement shall be deemed mean obtaining a building permit for the proposed single detached dwelling and having completed the installation of the footings and foundation for such dwelling.
3. This option may be exercised by the Municipality giving to the Developer notice in writing not later than one hundred twenty (120) days after the applicable date set out in section 2 above and in the event that the Municipality exercises the option herein, the purchase shall be completed on the 30th day next following the giving of notice or if the Land Registry Office for the District is not open for business on the said 30th day, then the first day next following the 30th day that the said Registry Office is so open. On closing the Developer agrees that title shall be free of all claims, liens and encumbrances except for any encumbrances registered by the Municipality and that is shall pay any amounts owing to the Municipality in accordance with section 1 herein.
4. All notices to be given hereunder to the Developer shall be given by letter personally delivered or mailed, postage prepaid and addressed to the Developer at its corporate head quarters or such other address as the Developer from time to time may appoint in writing and any such notice so mailed shall be deemed to have been given and received on the third day after the date of such mailing.
5. This option shall expire the day after the 120th day referenced in section 3 above unless exercised prior to the said date in accordance with the terms set out herein.
6. This Option shall be binding upon the Developer and its successors and assigns in title to the Property and enure to the benefit of the Municipality, its successors and assigns.