

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2022 - 51

Being a By-law to authorize the sale of lands at 28 Church Street

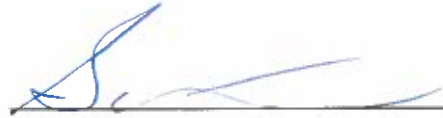
WHEREAS the Council of the Municipality of Magnetawan has reviewed the Agreement of Purchase and Sale of lands and chattels of the property municipally known as 28 Church Street (hereinafter referred to as “the Lands”);

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

1. **THAT** Council endorses and approves the Agreement of Purchase and Sale for the Lands as attached;
2. **AND THAT** the CAO/Clerk and the Mayor of the Municipality of Magnetawan are 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, and the CAO/Clerk and the Mayor are hereby authorized and directed to execute all necessary documents 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 28th day of September 2022.

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 26 day of September 2022

BUYER: VIOLET MARIE VANPAMELEN, agrees to purchase from
(Full legal names of all Buyers)

SELLER: THE CORPORATION OF THE VILLAGE OF MAGNETAWAN, the following
(Full legal names of all Sellers) *MAYUR CAO/KERSTIN VROOM Sam Dunnett*

REAL PROPERTY:

Address 28 CHURCH STREET, MAGNETAWAN ON POA 1P0

fronting on the West side of Church Street

in the Municipality of Magnetawan

and having a frontage of 132.00 more or less by a depth of 165.00 more or less

and legally described as
LT 9 W/S CHURCH ST PL 319; MAGNETAWAN

(Legal description of land including easements not described elsewhere) (the "property")

PURCHASE PRICE: Dollars (CDN\$) 200,000.00

Two Hundred Thousand Dollars

DEPOSIT: Buyer submits upon acceptance
(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to RED AND WHITE REALTY INC. (Brokerage) "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A B attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 11:59 on the 29
(Seller/Buyer) (a.m./p.m.)
day of September 2022, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 21 day of October
2022. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: (For delivery of Documents to Seller) FAX No.: (For delivery of Documents to Buyer)
Email Address: clerk@magnetawan.com (For delivery of Documents to Seller) Email Address: mike@ahmiclakeapiaries.com (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
Window A/C Unit.


Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
None

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
None

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before (included in/in addition to) closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 14 day of October, 2022, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding

work orders or deficiency notices affecting the property, and that its present use (Village Commercial) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer 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 (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) 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; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 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 Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer 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 Seller, Listing Brokerage and Co-operating Brokerage 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, Buyer shall be conclusively deemed to have accepted Seller'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 L4 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 Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.

12. **DOCUMENTS AND DISCHARGE:** Buyer 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 Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer 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 Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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, Buyer 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 Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller 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:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 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 Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act*, 2000, S.O. 2000, c17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer) **VIOLET MARIE VANPAMELEN**

(Seal)

(Date) Sept 26/22

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller) **THE CORPORATION OF THE VILLAGE OF MAGNETAWAN**

(Seal)

(Date) Sept 28/22

(Witness)

*Having the authority to bind the corporation.

(Seller) **Kerstin Vroom**

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 4:00 this 28th day of September, 2022.

(a.m./p.m.)

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage **RED AND WHITE REALTY INC., BROKERAGE, EMSDALE** (Tel.No.) **833-322-9934**
Richard James Langford (Salesperson/Broker/Broker of Record Name)
Co-op/Buyer Brokerage **RED AND WHITE REALTY INC. (Brokerage)** (Tel.No.) **1-833-322-9934**
RICHARD LANGFORD (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Seller) **THE CORPORATION OF THE VILLAGE OF MAGNETAWAN** (Date) Sept 28/22

(Buyer) **VIOLET MARIE VANPAMELEN** (Date) Sept 26/22

(Seller) **Kerstin Vroom** (Date)

(Buyer)

Address for Service **PO Box 70, 4304 Hwy 520**

Address for Service **4 Nipissing Rd. S.**

Magnetawan ON. POA 1P0 (Tel. No.) **705-387-3947**

Magnetawan ON. POA 1P0 (Tel. No.) **705-380-4661**

Seller's Lawyer

Buyer's Lawyer

Address

Address

Email

Email

(Tel. No.)

(Fax. No.)

(Tel. No.)

(Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale.

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of this acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

(Authorized to bind the Listing Brokerage)

(Authorized to bind the Co-operating Brokerage)

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Schedule A Agreement of Purchase and Sale

Form 100
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: VIOLET MARIE VANPAMELEN and SP

SELLER: THE CORPORATION OF THE VILLAGE OF MAGNETAWAN Buyer Sam Dineen & Kerstin Vroom CSO/Chen LI

for the purchase and sale of 28 CHURCH STREET, MAGNETAWAN

ON POA 1P0 dated the 26 day of September, 2022

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Large Value Transfer System.

The Seller represents and warrants that the chattels and fixtures as included in this Agreement of Purchase and Sale will be in good working order and free from all liens and encumbrances on completion. The Parties agree that this representation and warranty shall survive and not merge on completion of this transaction, but apply only to the state of the property at completion of this transaction.

Notwithstanding the completion date set out in this Agreement, the Buyer and Seller may, by mutual agreement in writing, advance or extend the date of completion of this transaction.

The Buyer shall have the right to visit the property two further times prior to completion, at a mutually agreed upon time, following a verbal request to do so to the Seller. The Seller agrees to provide access to the property.

This Offer is conditional upon the Buyer arranging, at the Buyer's expense, a new FIRST Charge/Mortgage satisfactory to the Buyer in the Buyer's sole and absolute discretion. Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 11:59 PM on the Oct 07, 2022, that this condition is fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. This condition is included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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Schedule B
Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: VIOLET MARIE VANPAMELEN, and

SELLER: THE CORPORATION OF THE VILLAGE OF MAGNETAWAN

for the property known as 28 CURCH STREET, MAGNETAWAN POA IPO

dated the 26th day of SEPTEMBER, 2022

The parties acknowledge and agree that all closing documentation can be signed electronically and forwarded by email or fax in accordance with the Electronic Commerce Act, 2000, S.O.2000,c.17

The Parties to this agreement hereby acknowledge and agree that the Deposit Holder (Red and White Realty Inc) shall place the deposit in its Interest-Bearing Real Estate Trust account, which earns interest at the Royal Bank of Canada at a variable interest rate of 1.2%, and the Deposit Holder will NOT PAY any interest it earns or receives on the deposit to the beneficial owner of the Trust Money. The parties to this agreement hereby acknowledge and agree that the Deposit Holder shall be entitled to retain any interest earned or received on the deposit.


All deposits will be held for a minimum of 14 days in the Brokerage trust account to ensure the funds clear.

Once this Agreement becomes unconditional, should the Buyer fail to complete this agreement on the completion date, at no fault of the Seller, the deposit, shall be deemed to be released by the Buyer and paid forthwith to the Seller by the deposit holder, without deduction. Such payment shall be in part-satisfaction of the Seller's damages and Seller reserves all of Seller's right to claim further additional damages against the Buyer. Under no circumstances shall this amount be recoverable by or paid back to the Buyer. This clause shall constitute the Buyer's irrevocable consent to release such deposit and no further written release shall be required.

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

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ACKNOWLEDGMENT AND DIRECTION

TO: RUSSELL, CHRISTIE, LLP


RE: The Corporation of the Municipality of Magnetawan sale to
Michael Stephen Webster & Violet Maria Vanpamelen
28 Church Street, Magnetawan, Ontario

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 or email shall be binding upon the party so signing.

DATED at Magnetawan, Ontario this 19th day of October, 2022.

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. Application to Change Name
28 Church St PL 319; Magnetawan
W/S Church St PL 319 | From: The Corporation of the
Village of Magnetawan Lt 9
To: The Corporation of the
Municipality of Magnetawan |
| 2. Transfer of 28 Church Street, Magnetawan
W/S Church St PL 319; Magnetawan | From: The Corporation of the Lt 9
Municipality of Magnetawan |

This document has not been submitted and may be incomplete.

Properties

PIN 52081 - 0642 LT

Description LT 9 W/S CHURCH ST PL 319; MAGNETAWAN

Address 28 CHURCH ST
MAGNETAWAN

Party From(s)

Name THE CORPORATION OF THE VILLAGE OF MAGNETAWAN

Address for Service Acting as a company
4304 Highway 520, P.O. Box 70
Magnetawan, ON P0A 1P0
Attention: Chief Administrative Officer

Applicant(s) Capacity Share

Name THE CORPORATION OF THE MUNICIPALITY OF
MAGNETAWAN

Address for Service Acting as a company
4304 Highway 520, P.O. Box 70
Magnetawan, ON P0A 1P0
Attention: Chief Administrative Officer

This document is being authorized by a municipal corporation Sam Dunnett, Mayor & Kerstin Vroom, Clerk.
This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of an Order made under the Municipal Act, R.S.O. 1990, C.M45, The Corporation of the Village of Magnetawan amalgamated with The Corporation of the Township of Chapman to become The Corporation of the Township of Magnetawan effective January 1, 1998. As a result of an Order made under the Municipal Act, 1990 c.M45, The Corporation of the Township of Magnetawan became The Corporation of the Municipality of Magnetawan effective January 1, 2000 and this statement is made for no improper purpose.

File Number

Party From Client File Number : 63-283-424

This document has not been submitted and may be incomplete.

Properties

PIN 52081 - 0642 LT Interest/Estate Fee Simple

Description LT 9 W/S CHURCH ST PL 319; MAGNETAWAN

Address 28 CHURCH ST
MAGNETAWAN

Consideration

Consideration \$200,000.00

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
Attention: Chief Administrative Officer

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

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

Transferee(s)	Capacity	Share
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Name	WEBSTER, MICHAEL STEPHEN	Joint Tenants
	Acting as an individual	
Date of Birth	1969 08 11	
Address for Service	4 Nipissing Road South Magnetawan, ON P0A 1P0	

Name	VANPAMELEN, VIOLET MARIA	Joint Tenants
	Acting as an individual	
Date of Birth	1970 03 20	
Address for Service	4 Nipissing Road South Magnetawan, ON P0A 1P0	

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.

STATEMENT OF THE TRANSFEROR (S): The transferor(s) verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene the Planning Act.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEROR (S): I have explained the effect of the Planning Act to the transferor(s) and I have made inquiries of the transferor(s) to determine that this transfer does not contravene that Act and based on the information supplied by the transferor(s), to the best of my knowledge and belief, this transfer does not contravene that Act. I am an Ontario solicitor in good standing.

STATEMENT OF THE SOLICITOR FOR THE TRANSFEREE (S): I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in the Planning Act, and to the best of my knowledge and belief this transfer does not contravene the Planning Act. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Calculated Taxes

Provincial Land Transfer Tax	\$1,725.00
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File Number

Transferor Client File Number :	63-283-424
Transferee Client File Number :	22657

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 52081 - 0642 LT 9 W/S CHURCH ST PL 319; MAGNETAWAN

BY: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
TO: WEBSTER, MICHAEL STEPHEN Joint Tenants
VANPAMELEN, VIOLET MARIA Joint Tenants

1. WEBSTER, MICHAEL STEPHEN AND VANPAMELEN, VIOLET MARIA

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 _____ described in paragraph(s) () above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
- (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () 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	\$200,000.00
(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))	\$200,000.00
(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	\$200,000.00

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. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
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:	Transfer			
	LRO 42	Registration No.	Date:	
B. Property(s):	PIN 52081 - 0642	Address 28 CHURCH ST MAGNETAWAN	Assessment 4944020 - 00110200 Roll No	
C. Address for Service:	4 Nipissing Road South Magnetawan, ON P0A 1P0			
D. (i) Last Conveyance(s):	PIN 52081 - 0642	Registration No.		
	(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not known <input type="checkbox"/>			

DIRECTION RE FUNDS

TO: Michael Stephen Webster & Violet Maria Vanpamelen
(the Purchasers)

AND TO: Howard B. Oldham
Lawyer for the Purchasers

RE: The Corporation of the Municipality of Magnetawan
Sale to Michael Stephen Webster and Violet Maria Vanpamelen

Legal Description: 28 Church Street, Magnetawan
Lt 9 W/S Church St PL 319; Magnetawan (All of PIN 52081-0642 (LT))

Closing: October 21, 2022

Our File No: 63-283-424

We authorize, direct and instruct you to make the proceeds in connection with the above transaction payable to our Solicitors Russell, Christie, LLP in trust or as they may further direct, and for so doing this shall be your good, sufficient and irrevocable authority.

Dated at Magnetawan, Ontario, this 19 day of October, 2022.

The Corporation of the
Municipality of Magnetawan

per: 

Sam Dunnett, Mayor

per: 

Kerstin Vroom, Clerk

We have the authority to bind the Corporation

CANADA)	IN THE MATTER OF
)	THE PROPERTY:
)	
PROVINCE OF ONTARIO)	28 Church Street, Magnetawan
)	Lt 9 W/S Church St PL 319; Magnetawan
)	All of PIN 52081-0642 (LT)
)	
)	The Corporation of the
)	Municipality of Magnetawan
)	Sale to Michael Stephen Webster and
TO WIT:)	Violet Maria Vanpamelen

I, Kerstin Vroom of the Municipality of Magnetawan. in the District of Parry Sound, am the CAO/Clerk of The Corporation of the Municipality of Magnetawan and DO SOLEMNLY DECLARE, that:

1. The Corporation of the Municipality of Magnetawan has agreed to sell the above property to Michael Stephen Webster and Violet Maria Vanpamelen.
2. The Corporation of the Municipality of Magnetawan is not a non-resident of Canada within the meaning of Section 116 of the Income Tax Act, now and at the time of closing the above transaction.
3. The Corporation of the Municipality of Magnetawan confirms the property is not currently subject to municipal taxes.

AND make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of "The Canada Evidence Act".

DECLARED BEFORE ME)
)
 At Magnetawan, Ontario,)
)
 in the District of Parry Sound)
)
 this 9th day of October, 2022)



 Kerstin Vroom

A Commissioner etc.



Laura Brandt
 Deputy Clerk
 Commissioner for taking oaths
 Municipality of Magnetawan
 District of Parry Sound

VENDOR'S UNDERTAKING

TO: Michael Stephen Webster & Violet Maria Vanpamelen
(the Purchasers)

AND TO: Howard B. Oldham
Lawyer for the Purchasers

RE: The Corporation of the Municipality of Magnetawan
Sale to Michael Stephen Webster and Violet Maria Vanpamelen

Legal Description: 28 Church Street, Magnetawan
Lt 9 W/S Church St PL 319; Magnetawan (All of PIN 52081-0642 (LT))

Closing: October 21, 2022

Our File No: 63-283-424

UNDERTAKING TO READJUST

In consideration of and notwithstanding the closing of the above transaction, the undersigned hereby undertake(s) to readjust any items improperly adjusted or omitted from the Statement of Adjustments.

And for doing so this shall be your good and sufficient authority.

Dated at Magnetawan, Ontario, this 19 day of October, 2022.

The Corporation of the
Municipality of Magnetawan

per:


Sam Dunnett, Mayor

per:


Kerstin Vroom, Clerk

We have the authority to bind the Corporation

CANADA) IN THE MATTER OF the title to 28 Church Street,
PROVINCE OF) Magnetawan, Ontario
ONTARIO)
) Legally described as
) Lt 9 W/S Church St PL 319; Magnetawan, District of Parry Sound
) hereinafter referred to as "the Property"
)
) AND IN THE MATTER OF the sale thereof
) from The Corporation of The Municipality of Magnetawan
) to Michael Stephen Webster and Violet Maria Vanpamelen
)
)

TO WIT:

We, Sam Dunnett and Kerstin Vroom, of the Municipality of Magnetawan, Province of Ontario,

Do Solemnly Declare That:


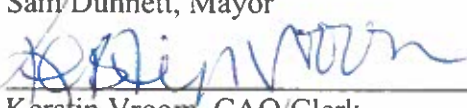
I, Sam Dunnett, am the Mayor of The Corporation of The Municipality of Magnetawan and I, Kerstin Vroom, am the CAO/Clerk of The Corporation of The Municipality of Magnetawan and as such have knowledge of the matters hereinafter deposed to.

1. The Corporation of The Municipality of Magnetawan (the "Owner") is/are the absolute owner(s) of the Property and either personally or by tenant(s), has/have been in the actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation of the Property, and of the houses and other buildings used in connection therewith since on or about the when the Owner obtained a conveyance thereof.
2. The undersigned is not aware of any person or persons or corporations having any claim or interest in the Property or any part thereof adverse to or inconsistent with the title of the Owner and the undersigned is positive that none exists.
3. The owner's possession and occupation of the Property has been undisturbed throughout by any action, suit or other proceedings or adverse possession or otherwise on the part of any person whomever and during such possession and occupation no payment has ever been made or acknowledgment of title given by the undersigned, or, so far as the undersigned knows, by anyone else, to any person in respect of any right, title, interest or claim upon the Property.
4. The deeds, evidences of title and other papers which have been produced by the undersigned are all the title deeds, evidences of title and other papers relating to the title to the Property that are in the Owner's possession and power and that to the best of the undersigned's knowledge and belief the said title deeds and papers produced and this declaration and the registered title fully and fairly disclose all facts material to the title claimed by the Owner and all contracts and dealings which affect the same or any part thereof so far as the undersigned have any knowledge thereof.
5. To the best of the undersigned's knowledge and belief, the buildings used in connection with the Property are situate wholly within the limits of the Property, and there is no dispute as to the boundaries of the Property.
6. The undersigned has never heard of any claim of easement affecting the lands, either for light, drainage, or right of way or otherwise, except as disclosed by registered title.

- 7. The Property is vacant.
- 8. There are no construction liens registered against the Property nor any claims for which such liens could be registered as all such claims have been paid in full.
- 9. There are no executions in the Enforcement Officer's hands affecting the Property to the knowledge of the undersigned.
- 10. All realty taxes and local improvement charges, water and sewage charges and any other charges which are or may be a lien on the Property are paid up to date and, if applicable, accurately set out on the Statement of Adjustments.
- 11. The undersigned's solicitor has drawn my/our attention to the provisions of Section 44 of the Land Titles Act, R.S.O. 1990, c.L.5, as amended, and the undersigned has been advised of the meaning and effect of such provisions.
- 12. That the above-noted lands and premises are not subject to the liabilities, rights and interest deemed not to be encumbrances within the meaning of the Land Titles Act in paragraphs 2, 3, 5, 6, 7, 9 and 10 of Section 44(1) to the best of the undersigned's knowledge.
- 13. No part of the subject lands have been taken or expropriated by any competent authority nor is the undersigned aware of any intention to take or expropriate.
- 14. The Transfer/Deed of Land delivered in this transaction correctly shows the spousal status of the Transferor (or each of the parties comprising the Transferor) and address for service.

And we make this solemn declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath.

SEVERALLY DECLARED before me at the Municipality of Magnetawan in the District of Parry Sound this 5th day of October, 2022

) 
) _____
) Sam Dunnett, Mayor
) 
) _____
) Kerstin Vroom, CAO/Clerk
)
)
)


A COMMISSIONER, ETC.

Laura Brandt
Deputy Clerk
Commissioner for taking oaths
Municipality of Magnetawan
District of Parry Sound

VENDOR'S UNDERTAKING AND WARRANTY

To: Michael Stephen Webster and Violet Maria Vanpamelen
And To: Howard B. Oldham
Oldham Law Firm
RE: The Corporation of the Municipality of Magnetawan sale to
Michael Stephen Webster and Violet Maria Vanpamelen

28 Church Street, Magnetawan
Closing: October 21st, 2022
Our File No: 63-283-424

In consideration of and notwithstanding the closing of the above transaction, the undersigned hereby undertake(s) to:

1. pay all utility accounts owing for services, with respect to the Property, up to the date of closing.
2. readjust forthwith upon written demand any items improperly adjusted on or omitted from the statement of adjustments.
3. deliver vacant possession and keys of the premises on closing.

The undersigned hereby covenants and warrants:

1. the statements contained in the purchase agreement, if any, with respect to insulation containing urea formaldehyde are true and correct.
2. all chattels being transferred to the Purchaser with the Property (as specified in the agreement of purchase and sale) are owned by the Vendor and the Vendor hereby conveys same to the Purchaser free and clear of all liens, encumbrances or claims affecting the said chattels.

And for doing so this shall be your good and sufficient authority.

Dated at the Municipality of Magnetawan in the District of Parry Sound this 19 of October, 2022.

The Corporation of the Municipality of Magnetawan

Per: 
Sam Dunnett, Mayor

Per: 
Kersjn Vroom, CAO/Clerk

We have the authority to bind the Corporation

UNDERTAKING RE: H.S.T.

TO: Michael Stephen Webster & Violet Maria Vanpamelen
(the Purchasers)

AND TO: Howard B. Oldham
Lawyer for the Purchasers

RE: The Corporation of the Municipality of Magnetawan
Sale to Michael Stephen Webster and Violet Maria Vanpamelen

Legal Description: 28 Church Street, Magnetawan
Lt 9 W/S Church St PL 319; Magnetawan (All of PIN 52081-0642 (LT))

Closing: October 21, 2022

Our File No: 63-283-424

IN CONSIDERATION OF, and notwithstanding the closing of the above-noted transaction, the undersigned hereby undertakes to remit any H.S.T. payable in this transaction to Canada Revenue Agency. The Vendor hereby indemnifies the Purchasers from any claim for H.S.T. arising from H.S.T. not being submitted on the Purchase Price of the above transaction.

Dated at Magnetawan, Ontario, this 19th day of October, 2022.

The Corporation of the
Municipality of Magnetawan

per:


Sam Dunnett, Mayor

per:


Kerstin Vroom, Clerk

We have the authority to bind the Corporation

STATEMENT OF ADJUSTMENTS

Vendor:	The Corporation of the Municipality of Magnetawan
Purchaser:	Michael Stephen Webster & Violet Maria Vanpamelen
Legal Description & PINs	28 Church Street, Magnetawan Lt 9 W/S/ Church St PL 319; Magnetawan All of PIN 52081-0642 (LT)
Adjustments as of:	October 21, 2022

	Credit Purchaser	Credit Vendor
Sale Price		\$ 176,991.15
HST on Sale Price		\$ 23,008.85
Deposit (Held by Red & White Realty Inc.)	\$ 5,000.00	
BALANCE DUE ON CLOSING Payable to Russell, Christie, LLP or as further directed	\$195,000.00	
	\$ 200,000.00	\$ 200,000.00

E.&O.E.

Properties

PIN 52081 - 0642 LT
Description LT 9 W/S CHURCH ST PL 319; MAGNETAWAN
Address 28 CHURCH ST
 MAGNETAWAN

Party From(s)

Name THE CORPORATION OF THE VILLAGE OF MAGNETAWAN
Address for Service 4304 Highway 520, P.O. Box 70
 Magnetawan, ON P0A 1P0
 Attention: Chief Administrative Officer

Applicant(s)	Capacity	Share
---------------------	-----------------	--------------

<i>Name</i>	THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
<i>Address for Service</i>	4304 Highway 520, P.O. Box 70 Magnetawan, ON P0A 1P0 Attention: Chief Administrative Officer

This document is being authorized by a municipal corporation Sam Dunnett, Mayor & Kerstin Vroom, Clerk.
 This document is not authorized under Power of Attorney by this party.

Statements

The name has changed as a result of an Order made under the Municipal Act, R.S.O. 1990, C.M45, The Corporation of the Village of Magnetawan amalgamated with The Corporation of the Township of Chapman to become The Corporation of the Township of Magnetawan effective January 1, 1998. As a result of an Order made under the Municipal Act, 1990 c.M45, The Corporation of the Township of Magnetawan became The Corporation of the Municipality of Magnetawan effective January 1, 2000 and this statement is made for no improper purpose.
 Schedule: See Schedules

Signed By

Edward Brian Veldboom	505 Memorial Av., box 158 Orillia L3V 6J3	acting for Applicant(s)	First Signed	2022 10 21
Tel 705-325-1326				
Fax 705-327-1811				
Edward Brian Veldboom	505 Memorial Av., box 158 Orillia L3V 6J3	acting for Applicant(s)	Last Signed	2022 11 01
Tel 705-325-1326				
Fax 705-327-1811				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

RUSSELL, CHRISTIE, LLP	505 Memorial Av., box 158 Orillia L3V 6J3			2022 11 01
Tel 705-325-1326				
Fax 705-327-1811				

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$66.30
<i>Total Paid</i>	\$66.30

File Number

Party From Client File Number : 63-283-424

LRO # 42 Transfer

Received as GB158733 on 2022 10 21 at 16:19

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 3

Submitted By

OLDHAM LAW FIRM, A PROFESSIONAL CORPORATION

88 James Street
Parry Sound
P2A 1T9

2022 10 21

Tel 705-746-8852
Fax 705-746-6188

Fees/Taxes/Payment

Statutory Registration Fee	\$66.30
Provincial Land Transfer Tax	\$1,494.91
Total Paid	\$1,561.21

File Number

Transferor Client File Number :	63-283-424
Transferee Client File Number :	22657

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 52081 - 0642 LT 9 W/S CHURCH ST PL 319; MAGNETAWAN

BY: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN
 TO: WEBSTER, MICHAEL STEPHEN Joint Tenants
 VANPAMELEN, VIOLET MARIA Joint Tenants

1. WEBSTER, MICHAEL STEPHEN AND VANPAMELEN, VIOLET MARIA

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 _____ described in paragraph(s) () above.
 (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for _____ described in paragraph(s) () above.
 (f) A transferee described in paragraph () and am making these statements on my own behalf and on behalf of _____ who is my spouse described in paragraph () 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	\$176,991.15
(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))	\$176,991.15
(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	\$176,991.15

6. Other remarks and explanations, if necessary.

- 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.
- 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:
- (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
- 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.
- 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: Transfer
 LRO 42 Registration No. GB158733 Date: 2022/10/21

B. Property(s): PIN 52081 - 0642 Address 28 CHURCH ST
 MAGNETAWAN Assessment 4944020 - 00110200
 Roll No

C. Address for Service: 4 Nipissing Road South
 Magnetawan, ON P0A 1P0

D. (i) Last Conveyance(s): PIN 52081 - 0642 Registration No. RO76594
 (ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes No Not known

E. Tax Statements Prepared By: Howard Bruce Oldham
 88 James Street
 Parry Sound P2A 1T9

ORDER MADE UNDER THE
MUNICIPAL ACT
R.S.O. 1990, c.M.45

ORDER

WHEREAS subsection 25.2(2) of the *Municipal Act* authorizes a municipality to make a restructuring proposal to restructure municipalities;

AND WHEREAS the restructuring proposal meets the requirements of section 25.2 of the *Municipal Act*;

NOW THEREFORE, under subsection 25.2(4) of the *Municipal Act*, the Minister of Municipal Affairs and Housing orders as follows:

1. Definitions - In this Order,

"former municipalities" means the Corporation of the Township of Chapman and the Corporation of the Village of Magnetawan as they existed on December 31, 1997; and

"new Township" means the Corporation of the Township of Magnetawan created as a result of the amalgamation under section 2.

2. Phase 1 - Amalgamation - (1) On January 1, 1998, the Corporation of the Township of Chapman and the Corporation of the Village of Magnetawan are amalgamated as a township under the name of "The Corporation of the Township of Magnetawan" in the District of Parry Sound.

(2) The terms of office of the members of the councils of the former municipalities and their local boards are extended until December 31, 1997.

3. Phase 2 - Annexation - On July 1, 1998, the geographic township of Croft (the "annexed area") is annexed to the new Township.

4. Phase 1 - Representation - (1) **Composition of council** - From January 1, 1998 until June 30, 1998, the council of the new Township shall be composed of five (5) members, a head of council, known as the Reeve, and four (4) members of council.

(2) **Election of council members** - The Reeve shall be elected at large, and the four members of council shall be elected by ward, with two members elected for Ward 1, and two members elected for Ward 2.

(3) **Number of votes on council** - Each member of council shall have one vote.

(4) **Term** - The term of office of the council elected in the 1997 regular municipal elections shall be from January 1, 1998 until June 30, 1998.

5. Phase 2 - Representation - (1) Interim Council - An interim council for the new Township shall take office on July 1, 1998.

(2) **Composition** - The interim council of the new Township shall be composed of seven (7) members, a head of council, known as the Reeve, and six (6) members of council.

(3) **Election of council members** - The Reeve shall be elected at large, and the six members of council shall be elected by ward, with two members elected for Ward 1, two members elected for Ward 2 and two members elected for Ward 3.

(4) **Number of votes on council** - Each member of council shall have one vote.

(5) **Election** - There shall be a special election in 1998, prior to July 1, 1998, under section 65 of the Municipal Elections Act, 1996 to elect the members of the interim council provided for in subsection (1) above.

(6) For the purposes of section 65(4) of the Municipal Elections Act, 1996, nomination day shall be fixed by the clerk of the new Township to be a day prior to May 15, 1998.

(7) **Term** - The term of office of the interim council shall be from July 1, 1998 until November 30, 2000.

6. Representation - On and after December 1, 2000, and for the purposes of the year 2000 regular municipal elections, the composition, election, and the number of votes of members, of the council of the new Township shall continue to be as provided for in subsections 5(2), (3) and (4).

7. Wards - (1) On January 1, 1998, the new Township shall be divided into two wards, Ward 1 to be known as the Chapman Ward, which shall be comprised of the area of the former Township of Chapman, and Ward 2 to be known as the Magnetawan Ward, which shall be comprised of the area of the former Village of Magnetawan.

(2) On July 1, 1998, the new Township shall be divided into three wards, Wards 1 and 2 as set out in subsection (1), and Ward 3, to be known as the Croft Ward, which shall be comprised of the area of the former geographic township of Croft.

8. Municipal Election - (1) The 1997 regular municipal elections in the former municipalities shall be conducted as if the amalgamation had already occurred.

(2) For the purposes of subsection (1), the clerk of the former Village of Magnetawan shall be responsible for conducting the election pursuant to the Municipal Elections Act, 1996.

(3) For the purposes of subsection (1), the council of the former Village of Magnetawan shall be deemed to be the council of the new Township for the purposes of holding the 1997 regular municipal election under the Municipal Elections Act, 1996.

9. Interim Council Election - The 1998 special election of the interim council provided for in section 5 shall be conducted as if the annexation had already occurred.

10. Local Boards - All local boards of the former municipalities, except those required by statute or as provided for in this Order, are dissolved.

11. Library Board - (1) On January 1, 1998, the Magnetawan Area Union Public Library Board is dissolved.

(2) On January 1, 1998, a library board for the new Township, to be known as "The Township of Magnetawan Public Library Board," is established.

(3) The operation and composition of the library board established in subsection (2) shall be in accordance with the Public Libraries Act.

12. Local Roads Boards - (1) On January 1, 1998, the Croft Local Roads Board and the Ahmic Lake Local Roads Board are dissolved.

(2) On January 1, 1998, the assets, liabilities, rights and obligations of the former local roads boards shall become the assets, liabilities, rights and obligations of the new Township.

13. Public Utilities Commission - (1) On January 1, 1998, the public utilities commission for the former Village of Magnetawan shall become the public utilities commission of the new Township and shall be known as "The Public Utilities Commission of the Corporation of the Township of Magnetawan."

(2) The commission established under subsection (1) shall provide hydro-electric services to the area comprised of the former Village of Magnetawan.

(3) The commission established under subsection (1) shall be deemed to be a commission established under Part III of the

Public Utilities Act and a municipal commission within the meaning of the Power Corporation Act.

(4) The commission shall be composed of three members, being the head of council and two other members to be elected by the qualified electors under the Municipal Elections Act, 1996 in the geographic area served by the commission.

(5) The by-laws and resolutions of the former commission related to the distribution and supply of electrical power shall become the by-laws and resolutions of the new commission until amended or repealed.

(6) Subject to the Public Utilities Act, the assets and liabilities of the former commission related to the distribution and supply of electrical power become the assets and liabilities of the new Township under the control and management of the commission.

14. Long Term Debt - The new Township shall provide for a special mill rate adjustment upon the rateable property located in the area of a former municipality to pay for any debts created by the former municipality prior to January 1, 1998 that are currently recoverable through the general mill rate.

15. Reserves and Reserve Funds - (1) The working funds of the former municipalities shall become the working funds of the new Township.

(2) The surpluses of the former municipalities shall become the surpluses of the new Township.

(3) The reserves and reserve funds of the former municipalities that are not dedicated for specific purposes will become the reserves and reserve funds of the new Township.

(4) The reserves and reserve funds dedicated for specific purposes in the former municipalities shall become the reserves and reserve funds of the new Township, and shall be used only for the benefit of the ratepayers of the area of the former municipality to which they relate, and the purposes dedicated.

16. Municipal By-laws - (1) On January 1, 1998, the by-laws and resolutions of a former municipality and its local boards shall become the by-laws and resolutions of the new Township and its local boards, and shall remain in force in the area of the former municipality until the earlier of the date they are repealed or amended by the new Township, and January 1, 2003.

(2) Despite subsection (1), the following by-laws of the former municipalities shall remain in force until amended or repealed:

- (a) By-laws passed under section 34 of the Planning Act or a predecessor of that section;
- (b) By-laws passed under sections 45, 58 and 61 of the Drainage Act or a predecessor of those sections or under the Tile Drainage Act or a predecessor of that Act; and
- (c) By-laws that were passed under the Highway Traffic Act or the Municipal Act that regulate the use of highways by vehicles and pedestrians and that regulate the encroachment or projection of buildings or any portion thereof upon or over highways.

(3) Nothing in this section repeals or authorizes the amendment or repeal of by-laws or resolutions of the former municipalities that could not have been lawfully amended or repealed by the former municipalities and such by-laws and resolutions shall remain in force as by-laws and resolutions of the new Township.

(4) An official plan of a former municipality approved under the Planning Act, or a predecessor of that Act, becomes an official plan of the new Township and shall remain in force in the area of the former municipality until amended or repealed.

(5) If a former municipality has commenced procedures to enact a by-law under any Act, including a by-law to adopt an official plan or official plan amendment, the council of the new Township may continue the procedures to enact the by-law.

17. Extension of By-laws - On July 1, 1998, the by-laws and resolutions of the new Township shall extend to the annexed area.

18. Taxes - All taxes, charges or rates levied by the former municipalities under any general or special Act that are due and unpaid on December 31, 1997 shall be deemed to be taxes, charges and rates due and payable to the new Township and may be collected by the new Township.

19. Assets and Liabilities - All assets, liabilities, rights and obligations of the former municipalities and their local boards shall become the assets, liabilities, rights and obligations of the new Township and its local boards.

20. Tax Sales - If a former municipality has commenced procedures under the Municipal Tax Sales Act and the procedures are not completed by January 1, 1998, the new Township may continue the procedures.

21. Assessment Roll - (1) For the purposes of the assessment roll to be prepared for the new Township under the Assessment Act

for the 1998 taxation year, the former municipalities shall be deemed to be one municipality.

(2) The land in the annexed area upon which the taxes shall be levied on and after July 1, 1998, shall be assessed by the assessment commissioner on the same basis that the Township is assessed.

(3) Where the assessment commissioner makes an assessment in accordance with subsection (2), section 35 of the Assessment Act applies to the assessment.

22. Employees - (1) Employees that held non-bargaining unit positions with a former municipality or its local boards and will be employed by the new Township or its local boards in a non-bargaining unit position, will be credited with seniority at a rate of one hundred percent of the employee's length of service.

(2) There shall be no external hiring until all existing full-time qualified employees of the former municipalities and their local boards have had an opportunity for placement.

(3) A person who is an employee of the former municipalities or their local boards on December 31, 1997, is an employee of the new Township on January 1, 1998.

23. Arbitration - (1) Where a dispute arises with respect to the interpretation of this Order, any of the former municipalities may refer the dispute for resolution through mediation.

(2) The costs associated with the mediation shall be paid by the party who refers the matter to mediation.

(3) If the dispute is not resolved through mediation, or if any of the former municipalities does not wish to proceed to mediation, then the dispute may either be referred:

- (a) to arbitration, to be conducted in accordance with the *Arbitrations Act, 1991*, otherwise than as provided herein; or
- (b) if all of the former municipalities agree, to the new Township for resolution.

(4) Where a dispute is referred to arbitration, the decision of the arbitrator shall be final.

24. Boundary Description - (1) On January 1, 1998, the boundary of the new Township is the external boundaries of the

former Corporation of the Township of Chapman and the former Corporation of the Village of Magnetawan.

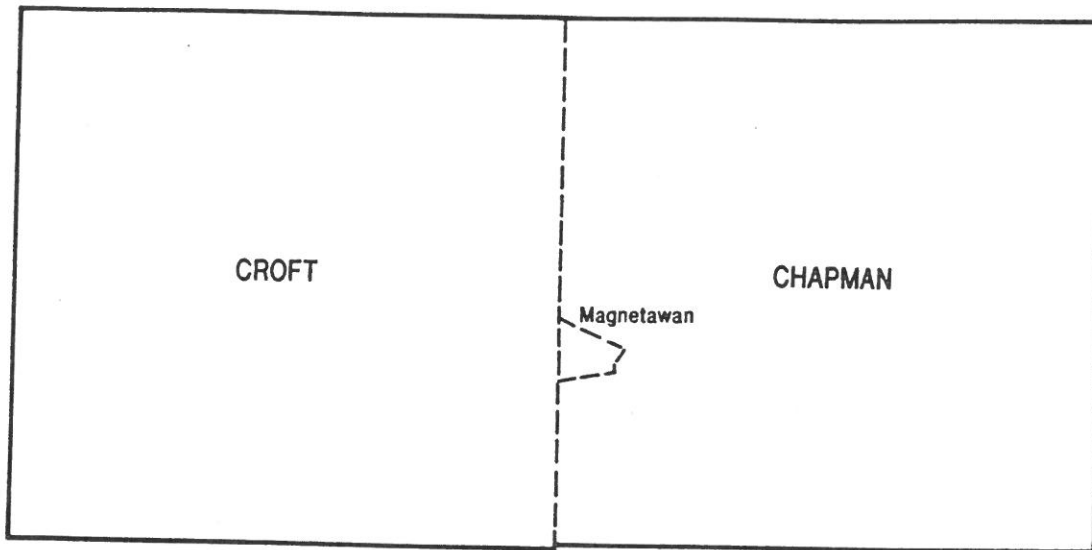
(2) On July 1, 1998, the boundary of the new Township after the annexation provided for in section 3 is the external boundaries of the new Township and the former geographic township of Croft.



Minister of Municipal Affairs & Housing

Dated at Toronto on July 4, 1997.

Restructured Municipality



NAME: Township of Magnetawan

STATUS: Township

EFFECTIVE DATE: January 1, 1998

ORDER

ORDER OF THE COMMISSION MADE UNDER THE MUNICIPAL ACT,
R.S.O. 1990 c.M45 as amended

see
page 32

6.0 ORDER OF THE COMMISSION MADE UNDER THE *MUNICIPAL ACT*,
R.S.O. 1990 c.M45, as amended

ORDER

WHEREAS subsection 25.3 of the Municipal Act, R.S.O. c.M45, as amended (the "Act") authorizes the Minister to establish a commission to develop a restructuring proposal to restructure municipalities and annex geographic territory within the Province;

AND WHEREAS pursuant to the Act, and by Regulation 543/98 the Minister established a Commission and appointed a Commissioner to develop a restructuring proposal for the Central Area of the District of Parry Sound, including the Townships of Magnetawan and Hagerman, and the geographic (unorganized) townships of McKenzie, Burton, East Burpee, Ferguson, Spence and Ferrie;

AND WHEREAS the Commission has met the provisions of Section 25.3 of the Act;

NOW THEREFORE, pursuant to subsection 25.3 (13) of the Act, the Commission orders as follows:

PART I - WHITESTONE

1. DEFINITIONS

In Part I of this Order:

- 1.1 "annexed area" means the geographic townships of Ferrie, McKenzie, Burton, East Burpee and that portion of the former Township of Magnetawan described in Schedule 1 to this order. In addition, in the event that the geographic township of Ferguson is not annexed by the Township of McDougall (as contemplated in paragraph 2.2 herein) then the annexed area shall include the geographic township of Ferguson. The annexed area, including the geographic township of Ferguson is described in detail in Schedule 2 of this order. In the event that the geographic township of Ferguson is annexed into the Township of McDougall (as contemplated by paragraph 2.1 herein) then the geographic township of Ferguson is not to be deemed part of the annexed area and the annexed area in its totality is as set out in Schedule 3 to this order.

- 1.2 "former Township of Hagerman" means the Corporation of the Township of Hagerman, as it existed prior to January 1, 2000;
- 1.3 "former Township of Magnetawan" means the Corporation of the Township of Magnetawan, as it existed prior to January 1, 2000;
- 1.4 "local roads boards" means, in the event that the geographic township of Ferguson becomes part of the annexed area, the Ferguson Local Road Board, the Ferrie Local Roads Board and the McKenzie, East Burpee & Burton Local Roads Board. In the event that the geographic township of Ferguson does not become part of the annexed area, "local roads boards" shall have the same meaning but shall not include the Ferguson Local Road Board;
- 1.5 "local services board" means, in the event that the geographic township of Ferguson becomes part of the annexed area, the Ferguson Local Services Board and the Maple Island Local Services Board. In the event that the geographic township of Ferguson does not become part of the annexed area, "local services boards" shall mean only the Maple Island Local Services Board.
- 1.6 "new Township" means the Corporation of the Municipality of Whitestone created as a result of the reorganization and annexation under this order and in particular section 3 hereof;

2. SPECIAL PROVISIONS REGARDING THE GEOGRAPHIC TOWNSHIP OF FERGUSON:

- 2.1 If, by June 30 1999, the geographic township of Ferguson has been annexed by the Township of McDougall, this order shall be implemented without reference to the geographic Township of Ferguson.
- 2.2 If, on July 1, 1999, the geographic township of Ferguson is not annexed by the Township of McDougall, then the definitions set out in section 1 for "annexed area", "local roads boards" and "local services boards" which include the geographic township of Ferguson shall be deemed in effect, and this order, in its entirety will be applied, as required, to the geographic township of Ferguson.
- 2.3 For the purposes of this section only, and pursuant to Section 25.2 (5) of the Act, this Commission will be deemed not to have been "established" at the date that the special provisions with respect to Ferguson are implemented.

3. MUNICIPAL RESTRUCTURING:

- 3.1 On January 1, 2000, the annexed area is annexed to the Corporation of the Township of Hagerman.
- 3.2 On January 1, 2000, the annexed area and the Corporation of the Township of Hagerman as restructured shall have the status of a Township and shall be named "The Corporation of the Municipality of Whitestone".

4. INTERIM MUNICIPAL REPRESENTATION:

- 4.1 An interim council for the new Township will take office on January 1, 2000.
- 4.2 The interim council shall be composed of the existing Reeve and existing four Councillors of the former Township of Hagerman and two members to be elected at large from the annexed area, the form of the election to be as set out hereunder.
- 4.3 The election of the two new representatives shall take place on the 28th day of August 1999, with an advanced poll to be held on the 21st day of August, 1999.
- 4.4 The election shall be conducted pursuant to Section 65 of the Municipal Elections Act, 1996 ("the Elections Act") and following the rules set out in Regulation 426/97 (the "Election Regulation"). The Clerk of the former Township of Hagerman shall fulfill the role required of the Clerk as mentioned under the Elections Act and the Elections Regulation. Further, for the purposes of the Elections Act and the Elections Regulation, any role required to be fulfilled by "Council" shall be fulfilled by the Council of the former Township of Hagerman.
- 4.5 The term of office of the interim Council shall be from January 1, 2000 to November 30, 2000.
- 4.6 Each member of the interim Council shall have one vote.

5. PERMANENT MUNICIPAL REPRESENTATION:

- 5.1 Commencing with the regular municipal election to be held in the year 2000, the Council of the new municipality shall be composed of a Reeve and four Councillors, each of whom shall be elected at large, each member of Council having one vote.

6. TRANSITION BOARD:

- 6.1 Effective with the issuance of this order, a transition board is established and it shall be constituted as a body corporate.
- 6.2 The transition board shall cease to exist on December 31, 1999.
- 6.3 The transition board shall be composed of eight members, being:
- 6.3.1 The Reeve and all Councillors of the former Township of Hagerman;
 - 6.3.2 Debra Susan Brear and John Michael Onda and Wayne Michael Joseph Lennox to represent the annexed area;
 - 6.3.3 In the event of a vacancy for any reason, the Commissioner may fill a vacancy on the transition board. In such event and notwithstanding the provisions of sections 6.3.1 and 6.3.2 the Commissioner may appoint any person whom he deems appropriate.
- 6.4 The Commissioner shall forthwith call the first meeting of the transition board and serve as its interim Chair until the election of the permanent Chair by and from amongst its members (the Commissioner having no vote in the selection of the Chairman) at which time the Commissioner will withdraw from the transition board.
- 6.5 The transition board shall:
- 6.5.1 Carry on its work by way of resolution, each resolution carrying by vote of the majority of the members present at the meeting provided there is a quorum which for purposes of this paragraph shall be a minimum of 50% of the constituted membership of the transition board.
 - 6.5.2 Within 15 days of its establishment, adopt procedural rules for holding its meetings and carrying out its duties, and establish procedures, guidelines and systems of controls to govern its activities which shall take into consideration the provisions of paragraph 6.4.2. herein and which may include the hiring of such employees as it deems necessary to carry out its powers, drawing on the support and services of the staff and Council of the former Township of Hagerman wherever possible and reasonable, to enable it to achieve its functions, and to staff working committees.
- 6.6 The transition board may:

- 6.6.1 Require the production of financial and other data, information, and statistics from the former Township of Hagerman and from any of its local boards or committees, and from the local service boards and local roads boards.
- 6.6.2 Establish operational and capital budgets, organizational structures, administrative and management systems, staff positions and job descriptions for the new Township, and enter into contracts and agreements for the provision of goods and services, in order to ensure a fully operational municipal organization to become, on January 1, 2000, the new Township and its administration.
- 6.6.3 Prepare any necessary reports for the consideration of the Council of the new Township regarding the functions, location, size, facilities, staff complement and equipment needed for the effective operation of the new Township and its administration.
- 6.6.4 Offer employees of the former Township of Hagerman employment with the new Township as well as negotiate and enter into agreements with employees.
- 6.7 In the event that there are no transition funds offered by the Province with respect to same, the costs of the transition board shall be borne by the former Township of Hagerman.

7. EMPLOYEES:

- 7.1 On January 1, 2000, all employees of the former Township of Hagerman shall become employees of the new Township at the same level of authority and at least the same rate of pay and benefits as they held in the former Township of Hagerman.
- 7.2 All employees of the former Township of Hagerman, for any purpose required, shall be deemed to transfer to the Township of Whitestone all of the seniority they held with the former Township of Hagerman.

8. LOCAL BOARDS:

- 8.1 At the end of the day on December 31, 1999, the local roads boards are dissolved.

- 8.2 On January 1, 2000, all the assets, liabilities, rights and obligations of the local roads boards shall become the assets, liabilities, rights and responsibilities of the new Township.
- 8.3 On January 1, 2000, all the by-laws and resolutions of the local roads boards shall become the by-laws and resolutions of the new Township.
- 8.4 At the end of the day on December 31, 1999, the local services boards are dissolved.
- 8.5 On January 1, 2000, all the assets, liabilities, rights and obligations of the local services boards shall become the assets, liabilities, rights and responsibilities of the new Township.
- 8.6 On January 1, 2000, all the by-laws and resolutions of the local services boards shall become the by-laws and resolutions of the new Township.

9. ASSETS AND LIABILITIES GENERALLY:

- 9.1 On January 1, 2000, all of the assets and liabilities, rights and obligations of the former Township of Hagerman and its local boards and of the transition board created under section six herein become the assets and liabilities, rights and obligations of the new Township.
- 9.2 No compensation shall be payable to the Corporation of the Municipality of Magnetawan created in section 17 of Part II herein as a result of the annexation of the lands set out in Schedule 1 to the new Township.

10. OFFICIAL PLANS, BY-LAWS AND RESOLUTIONS AND MINISTER'S ZONING ORDERS:

- 10.1 On January 1, 2000, all by-laws and resolutions of the former Township of Hagerman shall be continued and be deemed to be by-laws or resolutions of the new Township and shall remain in force in the geographic area of the former Township of Hagerman until the date same are amended or repealed.
- 10.2 On January 1, 2000, all by-laws of the former Township of Magnetawan as they apply to any part of the annexed area shall be continued and deemed to be a by-law or resolution of the new Township and shall remain in force in the particular geographical area to which they apply until the date same are amended or repealed.
- 10.3 Any by-law of the former Township of Hagerman or of the Parry Sound Area Planning Board as related to the former Township of Hagerman, or the former Township of Magnetawan or of the Central Almaguin Planning Board or the Parry Sound Area Planning Board passed in respect of any part of the

annexed area, passed under the Planning Act, and any official plan of the former Township of Hagerman, or of the Parry Sound Area Planning Board passed in relation to the former Township of Hagerman or of the former Township of Magnetawan or of the Central Almaguin Planning Board passed in respect of any part of the annexed area, and any Minister's order under the Planning Act related to the former Township of Hagerman or any part of the annexed area, shall be deemed to be a by-law or official plan of, or a Minister's order relating to the new Township, affecting the particular geographic area covered by same, and shall remain in force until amended or repealed by the proper amending or repealing authority.

10.4 If the former Township of Hagerman, or the Parry Sound Area Planning Board as it relates to the former Township of Hagerman, or the former Township of Magnetawan or of the Central Almaguin Planning Board or the Parry Sound Area Planning Board as it relates to the annexed area, has commenced procedures to enact a by-law or adopt or amend an official plan under the Planning Act, or if the former Township of Hagerman or if the former Township of Magnetawan as it relates to the area set out in Schedule 1 attached hereto, or a local roads board or local services board has commenced procedures under any Act to enact a by-law or resolution, and the by-law, resolution, official plan or amendment thereto is not in force on January 1, 2000, the council of the new Township may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the particular geographic area of the former Township of Hagerman or the annexed area.

10.5 Nothing in this section repeals or authorizes the amendment or repeal of by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the former Township of Hagerman, the Council of the former Township of Magnetawan or the local roads boards or local services boards.

11. TAXES AND CHARGES:

11.1 All taxes, charges and rates levied under any general or special Act and uncollected by the former Township of Hagerman or on behalf of the geographic townships in the annexed area or by the former Township of Magnetawan as they relate to the land in Schedule 1 attached hereto, which are due and unpaid on December 31, 1999, shall be deemed to be taxes, charges and rates due and payable to the new municipality or its local boards as the case may be.

11.2 Any tax collection procedures commenced by the Near North School Board, the Conseil de District du Nord-Est de l'Ontario, the Nippissing-Parry Sound Catholic District School Board or the Conseil Scolaire de District Catholique Franco-Nord related to education taxes due from the annexed area up to December 31, 1999 shall be continued by the new Township, in accordance with Regulation 366/98 under the Education Act.

11.3 Any procedures commenced by the former Township of Hagerman or the former Township of Magnetawan as they relate to the lands in Schedule 1 attached hereto under the Municipal Tax Sales Act and not completed by December 31, 1999, may be continued by the new Township.

12. RESERVES & RESERVE FUNDS:

12.1 The working funds of the former Township of Hagerman shall become the working funds of the new Township.

12.2 The surpluses and deficits of the former Township of Hagerman shall become the surpluses and deficits of the new Township.

12.3 All reserves and reserve funds of the former Township that were not dedicated for any special purposes, other than working funds, shall be area rated back through a special reduction in the mill rate or similar rate to the ratepayers in the geographic area of the former Township of Hagerman for which the reserve was originally created.

12.4 For the purposes of the above subsection 12.3, the reserves and reserve funds shall be area rated back over a period of three years in equal amounts each year.

12.5 All reserves and reserve funds of the former Township of Hagerman that were dedicated for special purposes shall become the special reserves and reserve funds of the new Township and shall only be used for the benefit of the ratepayers of the geographic area of the former Township of Hagerman to which they relate, and for the purposes dedicated.

13. LONG TERM DEBT:

13.1 For any debts created by the former Township of Hagerman prior to January 1st, 2000 and that are currently recoverable through the general mill rate or similar rate, the new Township shall provide for a special mill rate or similar

mill rate adjustment on the rateable property located in the area of the former municipality of Hagerman to which the debts so created apply.

14. DISPUTE RESOLUTION:

- 14.1 Where a dispute arises with respect to the interpretation of this Order, the new Township after January 1st, 2000 or the former Township of Hagerman up to December 31st, 1999 may refer the dispute for resolution through mediation.
- 14.2 If the dispute is not resolved following a reasonable attempt at mediation, then the dispute may either be referred:
- 14.2.1 to arbitration conducted in accordance with the Arbitrations Act, 1991;
- 14.2.2 to the Council of the new Township for resolution.
- 14.3 In the event that a dispute is referred to arbitration, the decision of the arbitrator shall be final.

15. FUTURE RESTRUCTURING:

- 15.1 Neither the former Township of Hagerman, nor anyone on behalf of the annexed area shall, prior to January 1, 2000, make a restructuring proposal or request a commission, under section 25.2 or 25.3 of the Act or make an application or enter into an agreement which could be implemented in accordance with the Municipal Boundary Negotiations Act.

PART II - MAGNETAWAN

16. DEFINITIONS:

In Part II of this Order:

- 16.1 "annexed area" means the geographic township of Spence;
- 16.2 "former Township of Hagerman" means the Corporation of the Township of Hagerman, as it existed prior to January 1, 2000;
- 16.3 "former Township of Magnetawan" means the Corporation of the Township of Magnetawan, as it existed prior to January 1, 2000;

16.4 "local roads board" means the Local Roads Board of the geographic township of Spence.

16.5 "new Township" means the Corporation of the Municipality of Magnetawan created as a result of the reorganization and annexation under this order and in particular section seven hereof;

17. MUNICIPAL RESTRUCTURING:

17.1 On January 1, 2000, the annexed area is annexed to the former Township of Magnetawan and that part of the former Township of Magnetawan described in Schedule 1 to this Order is removed and annexed to the former Township of Hagerman.

17.2 On January 1, 2000, the annexed area and the portion remaining of the former Township of Magnetawan shall have the status of a Township and shall be named "The Corporation of the Municipality of Magnetawan".

18. INTERIM MUNICIPAL REPRESENTATION:

18.1 An interim Council for the new Township will take office on January 1, 2000.

18.2 The interim Council shall be composed of the existing Reeve and existing six Councillors of the former Township of Magnetawan and one member to be elected at large from the annexed area, the form of the election to be as set out hereunder.

18.3 The election of the one new representative shall take place on the 28th day of August 1999, with an advanced poll to be held on the 21st day of August, 1999.

18.4 The election shall be conducted, with necessary modifications, pursuant to Section 65 of the Municipal Elections Act, 1996 ("the Elections Act") and following the rules set out in Regulation 426/97 (the "Elections Regulation"). The Clerk of the former Township of Magnetawan shall fulfill the role required of the Clerk as mentioned under the Elections Act and the Elections Regulation. Further, for the purposes of the Elections Act and the Elections Regulation, any role required to be fulfilled by "Council" shall be fulfilled by the Council of the former Township of Magnetawan.

18.5 The term of office of the interim Council shall be from January 1, 2000 to November 30, 2000.

18.6 Each member of the interim Council shall have one vote.

19. PERMANENT MUNICIPAL REPRESENTATION:

19.1 Commencing with the regular municipal election to be held in the year 2000, the Council of the new municipality shall be composed of a Reeve and four Councillors, each of whom shall be elected at large, each member of Council having one vote.

20. TRANSITION BOARD:

20.1 Effective with the issuance of this order, a transition board is established and it shall be constituted as a body corporate.

20.2 The transition board shall cease to exist on December 31, 1999.

20.3 The transition board shall be composed of eight members, being:

20.3.1 the Reeve and all Councillors of the former Township of Magnetawan;

20.3.2 Charles Howard Wager to represent the annexed area;

20.3.2 In the event of a vacancy for any reason, the Commissioner may fill a vacancy on the transition board. In such event and notwithstanding the provisions of sections 6.3.1 and 6.3.2 the Commissioner may appoint any person whom he deems appropriate.

20.4 The Commissioner shall forthwith call the first meeting of the transition board and serve as its interim Chair until the election of the permanent Chair by and from amongst its members (the Commissioner having no vote in the selection of the Chairman) at which time the Commissioner will withdraw from the transition board.

20.5 The transition board shall:

20.5.1 Carry on its work by way of resolution, each resolution carrying by vote of the majority of the members present at the meeting provided there is a quorum which for purposes of this paragraph shall be a minimum of 50% of the constituted membership of the transition board.

20.5.2 Within 15 days of its establishment, adopt procedural rules for holding its meetings and carrying out its duties, and establish procedures, guidelines and systems of controls to govern its activities which shall take into consideration the provisions of paragraph 6.4.2. herein and which may include the hiring of such employees as it deems necessary to carry out its powers,

drawing on the support and services of the staff and Council of the former Township of Hagerman wherever possible and reasonable, to enable it to achieve its functions, and to staff working committees.

20.6 The transition board may:

20.6.1 Require the production of financial and other data, information, and statistics from the former Township of Magnetawan and from any of its local boards or committees, and from the local service boards and local roads boards.

20.6.2 Establish operational and capital budgets, organizational structures, administrative and management systems, staff positions and job descriptions for the new Township, and enter into contracts and agreements for the provision of goods and services, in order to ensure a fully operational municipal organization to become, on January 1, 2000, the new Township and its administration.

20.6.3 Prepare any necessary reports for the consideration of the Council of the new Township regarding the functions, location, size, facilities, staff complement and equipment needed for the effective operation of the new Township and its administration.

20.6.4 Offer employees of the former Township of Magnetawan employment with the new Township as well as negotiate and enter into agreements with employees.

20.7 In the event that there are no transition funds offered by the Province with respect to same, the costs of the transition board shall be borne by the former Township of Magnetawan.

21. EMPLOYEES:

21.1 On January 1, 2000, all employees of the former Township of Magnetawan shall become employees of the new Township at the same level of authority and at the same rate of pay and benefits as they held in the former Township of Magnetawan.

21.2 All employees of the former Township of Magnetawan, for any purpose required, shall be deemed to transfer to the Township of Magnetawan, all of the seniority held with the former Township of Magnetawan.

21. LOCAL BOARDS:

22.1 At the end of the day on December 31, 1999, the local roads board is dissolved.

22.2 On January 1, 2000, all the assets, liabilities, rights and obligations of the local roads board shall become the assets, liabilities, rights and responsibilities of the new Township.

23.3 On January 1, 2000, all the by-laws and resolutions of the local roads board shall become the by-laws and resolutions of the new Township.

24. ASSETS AND LIABILITIES GENERALLY:

24.1 On January 1, 2000, all of the assets and liabilities, rights and obligations of the former Township of Magnetawan and its local boards or of the transition board created under section 20 herein become the assets and liabilities, rights and obligations of the new Township.

24.2 No compensation shall be payable by the Corporation of the Municipality of Whitestone created in Section 3 of Part I herein as a result of the annexation of the lands set out in Schedule 1 to the new Township of Whitestone.

25. OFFICIAL PLANS, BY-LAWS AND RESOLUTIONS AND MINISTER'S ZONING ORDERS:

25.1 On January 1, 2000, all by-laws and resolutions of the former Township of Magnetawan shall be continued and be deemed to be by-laws or resolutions of the new Township and shall remain in force in the particular geographic area of the former Township of Magnetawan until the date same are amended or repealed.

25.2 On January 1, 2000, all by-laws of the Central Almaguin Planning Board or the Southeast Parry Sound Area Planning Board or Minister's orders as they apply to any part of the annexed area shall be continued and deemed to be a by-law or resolution or Minister's order of the new Township and shall remain in force in the particular geographic area of the new Township to which they apply until the date same are amended or repealed, by the appropriate amending or repealing authority.

25.3 Any by-law of the former Township of Magnetawan or of the Central Almaguin Planning Board passed in respect of the former Township of Magnetawan, or of the Southeast Parry Sound Area Planning Board passed in respect of any part of the annexed area, passed under section 34 of the Planning Act, and any official plan of the former Township of Magnetawan

or of the Central Amalguin Planning Board passed in respect of the former Township of Magnetawan, or of the Southeast Parry Sound Area Planning Board passed in respect of any part of the annexed area, and any Minister's order under the Planning Act related to the former Township of Magnetawan or any part of the annexed area, shall be deemed to be a by-law or official plan of, or a Minister's order relating to the new Township, affecting the particular geographic area covered by same, and shall remain in force until amended or repealed.

25.4 If the former Township of Magnetawan, or the Central Almaguin Planning Board or the Southeast Parry Sound Area Planning Board as it relates to the annexed area, has commenced procedures to enact a by-law or adopt or amend an official plan under the Planning Act, or if the former Township of Magnetawan or the local roads board has commenced procedures under any Act to enact a by-law or resolution, and the by-law, resolution, official plan or amendment thereto is not in force on January 1, 2000, the council of the new Township may continue the procedures to enact the by-law or adopt the official plan or amendment to the extent that it applies to the particular geographic area of the former Township of Magnetawan or the annexed area.

25.5 Nothing in this section repeals or authorizes the amendment or repeal of by-laws conferring rights, privileges, franchises, immunities or exemptions that could not have been lawfully repealed by the council of the former Township of Magnetawan, or the local roads boards or local services boards.

26. TAXES AND CHARGES:

26.1 All taxes, charges and rates levied under any general or special Act and uncollected by the former Township of Magnetawan or on behalf of the geographic township in the annexed area which are due and unpaid on December 31, 1999, shall be deemed to be taxes, charges and rates due and payable to the new township or its local boards as the case may be.

26.2 Any tax collection procedures commenced by the Near North School Board, the Conseil de District du Nord-Est de l'Ontario, the Nippissing-Parry Sound Catholic District School Board or the Conseil Scolaire de District Catholique Franco-Nord related to education taxes due from the annexed area up to December 31, 1999 shall be continued by the new Township, in accordance with Regulation 366/98 under the Education Act.

26.3 Any procedures commenced by the former Township of Magnetawan under the Municipal Tax Sales Act except those commenced with respect to the lands in Schedule 1 attached hereto and not completed by January 1, 2000, may be continued by the new Township.

27. RESERVES & RESERVE FUNDS:

- 27.1 The working funds of the former Township of Magnetawan shall become the working funds of the new Township.
- 27.2 The surpluses and deficits of the former Township of Magnetawan shall become the surpluses and deficits of the new Township.
- 27.3 All reserves and reserve funds of the former Township that were not dedicated for any special purposes, other than working funds, shall be area rated back through a special reduction in the mill rate or similar rate to the ratepayers in the geographic area of the former Township of Magnetawan for which the reserve was originally created.
- 27.4 For the purposes of the above subsection 27.3, the reserves and reserve funds shall be area rated back over a period of three years in equal amounts each year.
- 27.5 All reserves and reserve funds of the former Township of Magnetawan that were dedicated for special purposes shall become the special reserves and reserve funds of the new Township and shall only be used for the benefit of the ratepayers of the geographic area of the former Township of Magnetawan to which they relate, and for the purposes dedicated.

28. LONG TERM DEBT:

- 28.1 For any debts created by the former Township of Magnetawan prior to January 1st, 2000 and that are currently recoverable through the general mill rate or similar rate, the new Township shall provide for a special mill rate or similar rate adjustment on the rateable property located in the area of the former municipality of Magnetawan to which the debts so created apply.

29. DISPUTE RESOLUTION:

- 29.1 Where a dispute arises with respect to the interpretation of this Order, the new Township after January 1st, 2000 or the former Township of Magnetawan up to December 31st, 1999 may refer the dispute for resolution through mediation.
- 29.2 If the dispute is not resolved following a reasonable attempt at mediation, then the dispute may either be referred

29.2.1 to arbitration conducted in accordance with the Arbitrations Act, 1991;

29.2.2 to the Council of the new Township for resolution;

29.3 In the event that a dispute is referred to arbitration, the decision of the arbitrator shall be final.

30. FUTURE RESTRUCTURING:

30.1 Neither the former Township of Magnetawan, nor anyone on behalf of the annexed area shall, prior to January 1, 2000, make a restructuring proposal or request a commission, under section 25.2 or 25.3 of the Act or make an application or enter into an agreement which could be implemented in accordance with the Municipal Boundary Negotiations Act.



Norman J. Mason, Commissioner

Dated at Burk's Falls, Ontario on February 23, 1999.