

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2020 - 33

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

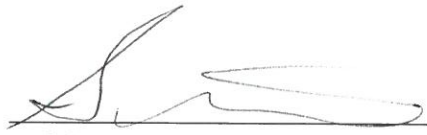
WHEREAS the Council of the Municipality of Magnetawan has reviewed the Agreement of Purchase and Sale of lands and chattels of the property municipally known as 28 Church Street (hereinafter referred to as “the Lands”);

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 of the Municipality of Magnetawan is hereby authorized and directed to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, 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 29th day of April 2020

**THE CORPORATION OF THE
MUNICIPALITY OF MAGNETAWAN**



Mayor



CAO/Clerk



Confirmation of Co-operation and Representation

Form 320

for use in the Province of Ontario

BUYER: Susan Robinson-Cooke

SELLER: The Corporation of the Municipality of Magnetawan

For the transaction on the property known as: 28 CHURCH Street Magnetawan ON P0A 1P0

DEFINITIONS AND INTERPRETATIONS: For the purposes of this Confirmation of Co-operation and Representation:

"Seller" includes a vendor, a landlord, lessor, or a prospective, seller, vendor, landlord or lessor and "Buyer" includes a purchaser, a tenant, lessee or a prospective, buyer, purchaser, tenant or lessee and "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease. Commission shall be deemed to include other remuneration.

The following information is confirmed by the undersigned salesperson/broker representatives of the Brokerage(s). If a Co-operating Brokerage is involved in the transaction, the brokerages agree to co-operate, in consideration of, and on the terms and conditions as set out below.

DECLARATION OF INSURANCE: The undersigned salesperson/broker representative(s) of the Brokerage(s) hereby declare that he/she is insured as required by the Real Estate and Business Brokers Act, 2002, (REBBA).

1. LISTING BROKERAGE

 a) ☒ The Listing Brokerage represents the interests of the Seller in this transaction. It is further understood and agreed that:

- 1) ☒ The Listing Brokerage is not representing or providing Customer Service to the Buyer.
(If the Buyer is working with a Co-operating Brokerage, Section 3 is to be completed by Co-operating Brokerage)
- 2) ☐ The Listing Brokerage is providing Customer Service to the Buyer.

 b) ☐ **MULTIPLE REPRESENTATION:** The Listing Brokerage has entered into a Buyer Representation Agreement with the Buyer and represents the interests of the Seller and the Buyer, with their consent, for this transaction. The Listing Brokerage must be impartial and equally protect the interests of the Seller and the Buyer in this transaction. The Listing Brokerage has a duty of full disclosure to both the Seller and the Buyer, including a requirement to disclose all factual information about the property known to the Listing Brokerage. However, the Listing Brokerage shall not disclose:

- That the Seller may or will accept less than the listed price, unless otherwise instructed in writing by the Seller;
- That the Buyer may or will pay more than the offered price, unless otherwise instructed in writing by the Buyer;
- The motivation of or personal information about the Seller or Buyer, unless otherwise instructed in writing by the party to which the information applies, or unless failure to disclose would constitute fraudulent, unlawful or unethical practice;
- The price the Buyer should offer or the price the Seller should accept;
- And; the Listing Brokerage shall not disclose to the Buyer the terms of any other offer.

However, it is understood that factual market information about comparable properties and information known to the Listing Brokerage concerning potential uses for the property will be disclosed to both Seller and Buyer to assist them to come to their own conclusions.

Additional comments and/or disclosures by Listing Brokerage: (e.g. The Listing Brokerage represents more than one Buyer offering on this property.)

2. PROPERTY SOLD BY BUYER BROKERAGE – PROPERTY NOT LISTED

☐ The Brokeragerepresent the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid (does/does not)

☐ by the Seller in accordance with a Seller Customer Service Agreement

 or: ☐ by the Buyer directly

Additional comments and/or disclosures by Buyer Brokerage: (e.g. The Buyer Brokerage represents more than one Buyer offering on this property.)

INITIALS OF BUYER(S)/SELLER(S)/BROKERAGE REPRESENTATIVE(S) (Where applicable)

 DS
SR
BUYER

 DS
SP
CO-OPERATING/BUYER BROKERAGE

 DS DS
S
SELLER

 DS
J.E.B.
LISTING BROKERAGE

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3. Co-operating Brokerage completes Section 3 and Listing Brokerage completes Section 1.

CO-OPERATING BROKERAGE- REPRESENTATION:

- a) ☒ The Co-operating Brokerage represents the interests of the Buyer in this transaction.
b) ☐ The Co-operating Brokerage is providing Customer Service to the Buyer in this transaction.
c) ☐ The Co-operating Brokerage is not representing the Buyer and has not entered into an agreement to provide customer service(s) to the Buyer.

CO-OPERATING BROKERAGE- COMMISSION:

- a) ☐ The Listing Brokerage will pay the Co-operating Brokerage the commission as indicated in the MLS® information for the property
2.5 % + HST
(Commission As Indicated In MLS® Information) to be paid from the amount paid by the Seller to the Listing Brokerage.
b) ☐ The Co-operating Brokerage will be paid as follows:

Additional comments and/or disclosures by Co-operating Brokerage: (e.g., The Co-operating Brokerage represents more than one Buyer offering on this property.)

Commission will be payable as described above, plus applicable taxes.

COMMISSION TRUST AGREEMENT: If the above Co-operating Brokerage is receiving payment of commission from the Listing Brokerage, then the agreement between Listing Brokerage and Co-operating Brokerage further includes a Commission Trust Agreement, the consideration for which is the Co-operating Brokerage procuring an offer for a trade of the property, acceptable to the Seller. This Commission Trust Agreement shall be subject to and governed by the MLS® rules and regulations pertaining to commission trusts of the Listing Brokerage's local real estate board, if the local board's MLS® rules and regulations so provide. Otherwise, the provisions of the OREA recommended MLS® rules and regulations shall apply to this Commission Trust Agreement. For the purpose of this Commission Trust Agreement, the Commission Trust Amount shall be the amount noted in Section 3 above. The Listing Brokerage hereby declares that all monies received in connection with the trade shall constitute a Commission Trust and shall be held, in trust, for the Co-operating Brokerage under the terms of the applicable MLS® rules and regulations.

SIGNED BY THE BROKER/SALESPERSON REPRESENTATIVE(S) OF THE BROKERAGE(S) (Where applicable)

ROYAL LEPAGE LAKES OF MUSKOKA REALTY, BROKERAGE, HUNTSVILLE -M63
(Name of Co-operating/Buyer Brokerage)

395 CENTRE STREET NORTH, SUITE 100 HUNTSVILLE ON P1H2P5

Tel: (705) 789-9677 Fax: (705) 789-3770

DocuSigned by:
Sandra Parrott
4/26/2020 | 8:23:21 PM EDT
(Authorized to bind the Co-operating/Buyer Brokerage) (Date)

SANDRA PARROTT
(Print Name of Salesperson/Broker/Broker of Record)

RE/MAX PARRY SOUND MUSKOKA REALTY LTD., BROKERAGE, MAGNETAWAN - M199
(Name of Listing Brokerage)

4249 HIGHWAY 520, P.O. BOX 10 MAGNETAWAN ON P0A 1P0

Tel: (705) 387-9700 Fax: (866) 808-5894

DocuSigned by:
Bonnie Fincham
4/29/2020 | 11:07 PM EDT
(Authorized to bind the Listing Brokerage) (Date)

BONNIE FINCHAM
(Print Name of Salesperson/Broker/Broker of Record)

CONSENT FOR MULTIPLE REPRESENTATION (To be completed only if the Brokerage represents more than one client for the transaction)

The Buyer/Seller consent with their initials to their Brokerage representing more than one client for this transaction.

BUYER'S INITIALS

SELLER'S INITIALS

ACKNOWLEDGEMENT

I have received, read, and understand the above information.

DocuSigned by:
Susan Robinson-Cooke
4/26/2020 | 5:26:15 PM PDT
(Signature of Buyer) (Date)

(Signature of Buyer) (Date)

DocuSigned by:
The Corporation of the
4/30/2020 | 12:36 PM EDT
(Signature of Seller) (Date)

(Signature of Seller) (Date)



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AGREEMENT OF PURCHASE AND SALE

PURCHASER, SUSAN ROBINSON-COOKE

, agrees to purchase from

VENDOR, The Corporation of the Municipality of Magnetawan the followingREAL PROPERTY: Lot 9 w/s Church Street, Plan 319, Magnetawan.PURCHASE PRICE: ONE HUNDRED THOUSAND Dollars (CDN\$ 100,000.00)

DEPOSIT: Purchaser submits herewith Two Thousand and Five Hundred (\$2,500.00) Dollars (CDN) to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Purchaser agrees to pay the balance of the purchase price by certified cheque to the Vendor on closing, subject to the usual adjustments.

SCHEDULE(S) "A" attached hereto form part of this Agreement. Schedule B attached hereto forms part of this Agreement.

1. CHATELS INCLUDED: None2. FIXTURES EXCLUDED: None

3. **RENTAL ITEMS:** The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: N/A 1st day of May, 2020

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Purchaser until 3:30 p.m. on ~~XXXXXX~~ 1st day of May, 2020 after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser in full without interest. Purchaser acknowledges that it shall be required to attend at the main Municipal Office of the Vendor to obtain its deposit cheque or bank draft.

5. **COMPLETION DATE:** See Schedule A, section/condition 2. Upon completion, vacant possession of the Property shall be given to the Purchaser unless otherwise provided for in this Agreement.

6. **NOTICES:** Intentionally Deleted.

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

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

9. **FUTURE USE:** Vendor and Purchaser agree that there is no representation or warranty of any kind that the future intended use of the Property by Purchaser is or will be lawful except as may be specifically provided for in this Agreement.

10. **TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 10 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the Property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries

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will be required to hold same in trust and not release same except in accordance with the terms of a Document Registration Agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property except such as are in the possession or control of Vendor. If requested by Purchaser, Vendor will deliver any sketch or survey of the Property within Vendor's control to Purchaser as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Purchaser on completion, is not available in registrable form on completion, Purchaser agrees to accept Vendor's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Vendor shall provide to Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Vendor directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.

13. INSPECTION: Purchaser acknowledges having had the opportunity to inspect the Property prior to submitting this Offer and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Purchaser and Vendor.

14. INSURANCE: All buildings on the Property and all other things being purchased shall be and remain until completion at the risk of Vendor. Pending completion, Vendor shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Purchaser may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Vendor is taking back a Charge/Mortgage, or Purchaser is assuming a Charge/Mortgage, Purchaser shall supply Vendor with reasonable evidence of adequate insurance to protect Vendor's or other mortgagee's interest on completion.

15. PLANNING ACT: Intentionally Deleted.

16. DOCUMENT PREPARATION: The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Vendor, and any Charge/Mortgage to be given back by the Purchaser to Vendor at the expense of the Purchaser. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Act, R.S.O. 1990.

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

18. ADJUSTMENTS: Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Purchaser.

19. TIME LIMITS: Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by Vendor and Purchaser or by their respective lawyers who may be specifically authorized in that regard.

20. TENDER: Any tender of documents or money hereunder may be made upon Vendor or Purchaser or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. FAMILY LAW ACT: Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless Vendor's spouse has executed the consent hereinafter provided.

22. UFFI: Intentionally deleted.

23. CONSUMER REPORTS: Intentionally Deleted.

24. AGREEMENT IN WRITING: If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Purchaser and Vendor. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.

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

BY THE PURCHASER

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

Witness _____
DocuSigned by:
Susan Robinson-Cooke Date: 4/26/2020 | 5:26:15 PM PDT
Susan Robinson-Cooke
Witness _____ Date: _____

BY THE VENDOR

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

Witness _____
DocuSigned by:
Mayor Date: 4/30/2020 | 12:36 PM EDT
EDB3AC6A9CD74D2...
DocuSigned by:
Clerk Date: 4/30/2020 | 9:35 AM EDT
7013A308E8604C8...
Witness _____

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

Purchaser's Lawyer: _____
Address: _____
Phone: _____ Fax: _____ Email: _____

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**Form 105**

for use in the Province of Ontario

Schedule B

Agreement of Purchase and Sale

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

BUYER: Susan Robinson-Cooke, and

SELLER: The Corporation of the Municipality of Magnetawan

for the property known as 28 CHURCH Street Magnetawan

ON P0A 1P0 dated the 26 day of April, 2020

This Offer is conditional upon:

(1) the inspection of the subject property by a home inspector and/or a third party and the obtaining of a report(s) satisfactory to the Buyer at the Buyer's own expense;

(2) the Buyer satisfying himself at the Buyer's own expense that the property can be utilized for the Buyers' intended use; and

(3) the Buyer arranging insurance for the property 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 p.m. on the seventh (7th) business day following acceptance of this Offer, 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. The Seller agrees to co-operate in providing access to the property for the purpose of this inspection. 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.

The Parties hereto consent and agree to the use of electronic signature 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.

Upon completion the Seller shall provide any keys to the property by leaving them in a lockbox or other secured device on the property accessible to the Buyer. Provided further that upon completion the Seller's lawyer shall provide to the Buyer's lawyer the device code required to access the said lockbox or other secured device.

The Parties hereto consent and agree that any closing documentation may be executed remotely utilizing video conferencing which may include the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 2000, c17 as amended from time to time.

The Buyer shall have the right to inspect the property two further times prior to completion, mutually agreed upon times, provided that notice is given to the Seller. The Seller agrees to provide access to the property for the purposes of these inspections.

The Seller agrees that the Buyer and/or the Buyer's Agent shall be allowed access to the subject property to collect and test their own water sample to verify that the water is potable.

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

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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SR SR



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