

THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN

BY-LAW NO. 2021 - 59

BEING A BY-LAW TO AUTHORIZE THE PURCHASE OF LANDS AT PART OF LOT 74, CONCESSION A,  
GEOGRAPHIC TOWNSHIP OF SPENCE, PART 1, PLAN 42R-21696

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**WHEREAS** the Council of the Municipality of Magnetawan is in favour of purchasing the lands adjacent to the Spence Cemetery for future cemetery expansion, known as Part of Lot 74, Concession A in the Geographic Township of Spence, Part 1, Plan 42R-21696 Municipality of Magnetawan (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 entering into an Agreement of Purchase and Sale for the Lands;
2. THAT the condition requiring the passing of a by-law to approve the Agreement of Purchase and Sale is satisfied and shall be cleared;
3. THAT the purchase price of \$40,000 plus \$1,750 for surveying of Part 1 and all associated fees (taxes, legal) shall be transferred from the Asset Management Reserve;
4. THAT the CAO/Clerk of the Municipality of Magnetawan is hereby authorized and directed to all to do all things necessary to give effect to the said action or to obtain approvals where required, except where otherwise provided, the CAO/Clerk and the Mayor are hereby authorized and directed to execute all necessary documents.

**READ A FIRST, SECOND, AND THIRD TIME**, passed, signed and the Seal of the Corporation affixed hereto, this 3<sup>rd</sup> day of November, 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWAN

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
CAO/Clerk

AGREEMENT OF PURCHASE AND SALE

**PURCHASER, THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN,**

agrees to purchase from

**VENDOR, AMANDA LILA MUNN, NIGEL WILLIAM HARRY MUNN, AND LINDA MARIE SAUNDERS**

the following:

**REAL PROPERTY: PART OF LOT 74 CON A SPENCE; MORE PARTICULARLY DESCRIBED AS PART 1, 42R21696, MAGNETAWAN; NIPISSING BEING PART OF PIN 52113-0030 (LT) (the "Property").**

**PURCHASE PRICE: FORTY THOUSAND (\$40,000.00 CDN) DOLLARS.**

*PWS HST. KSD AM NBN IS*

**DEPOSIT:** Purchaser submits (upon acceptance) Nil Dollars (\$ 0.00)

cash or negotiable cheque payable to Vendor's Solicitor in trust 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 as follows:

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(s) part of this Agreement.

1. **CHATELS INCLUDED:** None
2. **FIXTURES EXCLUDED:** None
3. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), if assumable: \_\_\_\_\_
4. **IRREVOCABILITY:** This Offer shall be irrevocable by Purchaser until 4:30 p.m. on the 3rd day of December, 2021 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.
5. **COMPLETION DATE:** This Agreement shall be completed by no later than 4:30 p.m. on the 7th day of December, 2021. Upon completion, vacant possession of the property shall be given to the Purchaser unless otherwise provided for in this Agreement.
6. **NOTICES:** This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address.  

FAX No. <u>705-327-1811</u>	FAX No. _____
(for delivery of notices to Purchaser)	(for delivery of notices to Vendor)
EMAIL Address <u>eveldboom@russellchristie.com</u>	EMAIL Address _____
(for delivery of notices to Purchaser)	(for delivery of notices to Vendor)
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 included in 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. Any H.S.T. on chattels, if applicable, is not included in the purchase price.
8. **TITLE SEARCH:** Purchaser shall be allowed until 2 days prior to the Completion Date (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 current use may be lawfully continued and that the principal building may be insured against risk of fire. 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 (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 telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present use of the property. If within the specified times referred to in paragraph 10 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Vendor and which Vendor is unable or unwilling to remove, remedy or satisfy and which Purchaser will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Vendor shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter 14 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the Transfer/Deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a Document Registration Agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the Document Registration Agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

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

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

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

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Vendor complies with the subdivision control provisions of the Planning Act by completion and Vendor covenants to proceed diligently at his 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 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:** Vendor represents and warrants to Purchaser that during the time Vendor has owned the property, Vendor has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Vendor's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. 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.

23. **CONSUMER REPORTS:** The Purchaser is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

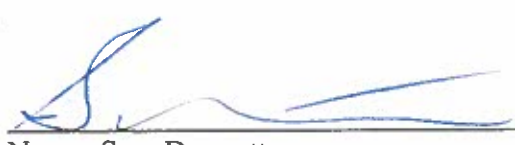
24. **AGREEMENT IN WRITING:** If there is conflict between any provision written or typed in this Agreement (including any Schedule attached hereto) and any provision in the printed portion hereof, the written or typed provision shall supersede the printed provision to the extent of such conflict. This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

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

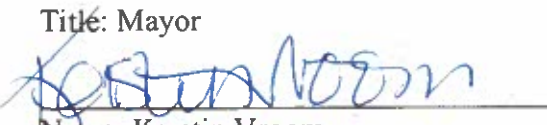
DATED at Magnetawan this 30<sup>th</sup> day of November, 2021.

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

  
Witness

  
Name: Sam Dunnett  
Title: Mayor


  
Witness

  
Name: Kerstin Vroom  
Title: CAO/Clerk

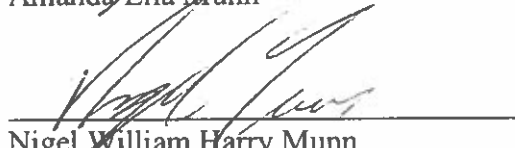
DATED at MAGNETAWAN, Ontario this 30 day of NOVEMBER, 2021.

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

  
Witness

  
Amanda Lila Munn

  
Witness

  
Nigel William Harry Munn

  
Witness

  
Linda Marie Saunders

Vendor's Lawyer: TERRY E FRASER  
Address: 55 CHURCH ST PARRY SOUND ON P2A 1Y8  
Phone: 705-746-7247 Fax: 705-746-8401

Purchaser's Lawyer: Russell, Christie LLP  
Address: 505 Memorial Ave, Orillia ON  
Phone: 705.325.1326 Fax: 705.327.1811

**SCHEDULE "A" TO THE AGREEMENT OF PURCHASE AND SALE**

**PURCHASER, THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN,**  
agrees to purchase from

**VENDOR, AMANDA LILA MUNN, NIGEL WILLIAM HARRY MUNN, LINDA MARIE SAUNDERS AND CHARLES HARVEY SAUNDERS**

the following:

**REAL PROPERTY: PART OF LOT 74 CON A SPENCE; MORE PARTICULARLY DESCRIBED AS PART 1, 42R21696, MAGNETAWAN; NIPISSING BEING PART OF PIN 52113-0030 (LT) (the "Property").**

**1. CONDITION OF PROPERTY**

The Purchaser acknowledges that it is purchasing the Property in an "as is/where is" condition in all respects as to quality and quantity and that the Vendor has not made any representations concerning the condition of such property.

**2. ADDITIONAL COSTS**

The Purchaser agrees to pay One Thousand, Seven Hundred and Fifty (\$1,750.00) Dollars towards the cost of the preparation of Plan 42R-21696. Such costs shall be an adjustment on closing.

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# Russell, Christie, LLP

Barristers & Solicitors

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W.D. (Rusty) Russell, Q.C., (1925-2019)  
Douglas S. Christie, B.A., LL.B.  
William S. Koughan, LL.B.  
Edward B. Veldboom, MSc. Pl. LL.B.

Michael F. Sirdevan, B.A. (Hons), LL.B.  
Jennifer E. Biggar, B.A., (Hons), J.D.  
James R. Morse, B.A., LL.B.

The Corporation of the  
Municipality of Magnetawan  
4304 Highway 520, P.O. Box  
Magnetawan, ON P0A 1P0

RE: The Corporation of the Municipality of Magnetawan (the "Purchaser")  
Purchase from Amanda Lila Munn, Nigel William Harry Munn & Linda  
Marie Saunders (the "Purchasers")

Property: Part of Lot 74, Con 1, geographic Township of  
Spence being Part 1, 42R-21696; Magnetawan  
Closing Date: December 13<sup>th</sup>, 2021  
Our File No: 63-283-399

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## STATEMENT OF RECEIPTS AND DISBURSEMENTS

Received from Municipality of Magnetawan		\$ 40,034.50
Paid to Russell, Christie, LLP Wire fee	17.50	
Paid to Terry E. Fraser in Trust	<u>\$ 40,017.00</u>	
	<u>\$ 40,034.50</u>	<u>\$ 40,034.50</u>

Yours very truly,



Edward B. Veldboom  
(electronically signed)

EBV/lf  
E. & O. E.

**STATEMENT OF ADJUSTMENTS**

**Vendor: Amanda Lila MUNN, Nigel William Harry MUNN and Linda Marie SAUNDERS**

**Purchaser: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN**

**Property: Part of Lot 74, Concession A, being Part 1 on Plan 42R-21696, Municipality of Magnetawan, District of Parry Sound.**

**Adjusted as of: December 13, 2021**

	Credit Purchaser	Credit Vendor
<b><u>SALE PRICE</u></b>		\$40,000.00
<b><u>HST ON SALE PRICE</u></b>		
Federal Portion 5.00% of \$40,000.00	\$2,000.00	
Ontario Portion 8.00% of \$40,000.00	\$3,200.00	
Credit Vendor		5,200.00
<b><u>HST-Purchaser to Self-Remit</u></b>		
Credit Purchaser	\$5,200.00	
<b><u>BALANCE DUE ON CLOSING</u></b>		
Payable to Terry E. Fraser, in trust or as further directed	40,000.00	
	<b>\$45,200.00</b>	<b>\$45,200.00</b>

**E.&O.E.**



ACKNOWLEDGMENT AND DIRECTION

TO: RUSSELL, CHRISTIE, LLP

RE: The Corporation of the Municipality of Magnetawan Purchase from  
Amanda Lila Munn, Nigel William Harry Munn & Linda Marie Saunders  
Part of Lot 74, Con A, Georgraphic Township of Spence being  
Part 1, 42R21696; Magnetawan, District of Parry Sound


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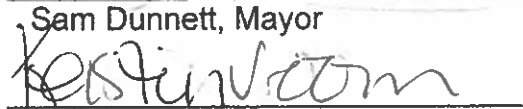
This will confirm that:

- 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.
- We have read and understand the memorandum and Definitions (Additional Land Transfer Tax on Certain Purchases of Real Property in the Greater Golden Horseshoe Region (the "Non-Resident Speculation Tax") attached hereto.
- Execution of this Acknowledgment and Direction by facsimile transmission shall be binding upon the party so signing.

DATED at Magnetawan, Ontario this 01 day of December, 2021.

THE CORPORATION OF THE  
MUNICIPALITY OF MAGNETAWTAN

per:   
Sam Dunnett, Mayor

per:   
Kerstin Vroom, CAO/Clerk

We have authority to bind the Corporation

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

Transfer of Pt Lt 74, Con A, Georgraphic  
Township of Spence, being Part 1, 42R21696  
Magnetawan, Part of PIN 52133-0030

FROM: Amanda Lila Munn, Nigel  
William Harry Munn &  
Linda Marie Saunders



**Properties**

PIN 52133 - 0030 LT Interest/Estate Fee Simple  Split

Description PART OF LOT 74, CONCESSION A, GEOGRAPHIC TOWNSHIP OF SPENCE, NOW MUNICIPALITY OF MAGNETAWAN, DISTRICT OF PARRY SOUND, DESIGNATED AS PART 1 ON PLAN 42R-21696.

Address 1743 NIPISSING RD S  
MAGNETAWAN

**Consideration**

Consideration \$40,000.00

**Transferor(s)**

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

Name MUNN, AMANDA LILA  
Acting as an individual  
Address for Service 1576 Ahmic Lake Road, Magnetawan, ON P0A 1P0  
I am at least 18 years of age.

Nigel William Harry Munn and I are spouses of one another and are both parties to this document  
This document is not authorized under Power of Attorney by this party.

Name MUNN, NIGEL WILLIAM HARRY  
Acting as an individual  
Address for Service 1576 Ahmic Lake Road, Magnetawan, ON P0A 1P0  
I am at least 18 years of age.

Amanda Lila Munn and I are spouses of one another and are both parties to this document  
This document is not authorized under Power of Attorney by this party.

Name SAUNDERS, LINDA MARIE  
Acting as an individual  
Address for Service 64 Johnstone Road, Box 2, Magnetawan, ON P0A 1P0  
I am at least 18 years of age.

The property is not ordinarily occupied by me and my spouse, who is not separated from me, as our family residence.  
This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
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Name	THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN Acting as a company	Registered Owner
Address for Service	4304 Highway 520, 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 \$200.00

<b>File Number</b>
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Transferee Client File Number : 63-283-399

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 52133 - 0030 PART OF LOT 74, CONCESSION A, GEOGRAPHIC TOWNSHIP OF SPENCE, NOW MUNICIPALITY OF MAGNETAWAN, DISTRICT OF PARRY SOUND, DESIGNATED AS PART 1 ON PLAN 42R-21696.

BY: MUNN, AMANDA LILA  
MUNN, NIGEL WILLIAM HARRY  
SAUNDERS, LINDA MARIE

TO: THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN Registered Owner

1. SAM DUNNETT, MAYOR & KERSTIN VROOM, CAO/CLERK

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE MUNICIPALITY OF MAGNETAWAN described in paragraph(s) (C) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) 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	\$40,000.00
(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))	\$40,000.00
(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	\$40,000.00

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", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. 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. (a) This is not a conveyance of land that is located within the "specified region".
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 52133 - 0030 Address 1743 NIPISSING RD S Assessment 4944040 - 00601400  
MAGNETAWAN Roll No

C. Address for Service: 4304 Highway 520, Magnetawan, ON P0A 1P0

D. (i) Last Conveyance(s): PIN 52133 - 0030 Registration No.  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

**INDEMNITY & UNDERTAKING**

**HARMONIZED SALES TAX**

**TO:** Linda Marie Saunders, Amanda Lila Munn and Nigel William Harry Munn  
(the "Vendors")

**FROM:** The Corporation of the Municipality of Magnetawan (the "Purchaser")

**RE:** Part of Lot 74, Con A, Geographic Township of Spences being Part 1,  
42R21696; Magnetawan, District of Parry Sound (Part of PIN 52133-0030)

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In consideration of and notwithstanding the closing of this transaction, the undersigned hereby states:

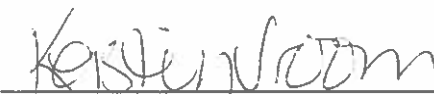
1. It is purchasing the property as principal for its own account and same is not being purchased as an agent, trustee or otherwise on behalf of or for another person or corporation;
2. It represents and warrants to the Vendor that for the purposes of Harmonized Sales Tax ("HST") pursuant to the Excise Tax Act of Canada (the "Act"), the Township is a registrant under the Act and its registration number is 275093189KT001
3. It shall be liable, shall self-assess and undertakes to remit any HST payable in connection with the above-mentioned transaction to the appropriate governmental authorities pursuant to and in accordance with the provisions of the Act; and
4. It agrees to indemnify and save harmless the Vendor from and against any and all HST, penalties, costs and/or interest which may become payable as a result of the failure of the Township to comply with its undertaking.

The foregoing undertaking and indemnity shall survive and not merge upon closing of the above-mentioned transaction.

Dated at the Magnetawan, Ontario this 10<sup>th</sup> of December, 2021..

**The Corporation of the  
Municipality of Magnetawan**

per:   
Sam Dunnett, Mayor

per:   
Kerstin Vroom, CAO/Clerk

We have authority to bind the corporation

**PURCHASER'S UNDERTAKING & DIRECTION RE: TITLE**

**TO:** Linda Marie Saunders, Amanda Lila Munn and Nigel William Harry Munn  
(the "Vendors")

**FROM:** The Corporation of the Municipality of Magnetawan (the "Purchaser")

**RE:** Part of Lot 74, Con A, Geographic Township of Spences being Part 1,  
42R21696; Magnetawan, District of Parry Sound (Part of PIN 52133-0030)

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**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.

**DIRECTION RE: TITLE**

You are hereby authorized, instructed and directed to:

Engross the Transfer/Deed of Land in the above-reference transaction as follows:

Transferee:

The Corporation of the Municipality of Magnetawan

Address for Service: 4304 Highway 520  
Magnetawan, ON P0A 1P0

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

Dated at the Magnetawan, Ontario this 10<sup>th</sup> of December, 2021..

**The Corporation of the  
Municipality of Magnetawan**

per:   
\_\_\_\_\_  
Sam Dunnett, Mayor

per:   
\_\_\_\_\_  
Kerstin Vroom, CAO/Clerk

We have authority to bind the corporation