

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 11-973

Being a by-law to authorize the sale of lands known as 30 Hillcrest Drive, Lot 17
Plan 36R9753, Part Location CL8559 Strathy to Gary Hugget & Walter Hugget.

WHEREAS under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

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

WHEREAS the lands herein were declared surplus by Resolution No. 10-076 which was passed by Council at its Regular Meeting held on Thursday February 11, 2010;

AND WHEREAS the notice of sale of this municipally owned land was advertised in the Temiskaming Speaker on Wednesday December 29th, 2010;

AND WHEREAS an estimate of the value of vacant land was completed by an appraiser on January 14th, 2008.

AND WHEREAS Council deems it desirable to convey 30 Hillcrest Drive, Lot 17, 36R9753, Part Location CL8559 to Gary & Walter Huggett.

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. The Corporation of the Municipality of Temagami is hereby authorized and directed to transfer 30 Hillcrest Drive, Lot 17, 36R9753, Part Location CL8559 to Gary & Walter Huggett for the sum of \$8,000.00 + HST.
2. The Mayor and CAO are hereby authorized and directed to execute said transfer and such further and other documents as may be reasonably required to complete the transfer of said lands. The Municipality's solicitor has authority to electronically sign for completeness and release any document required to be registered in title electronically.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to

the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

BE TAKEN AS READ A FIRST time on this 13th day of January, 2011.

READ A SECOND AND THIRD time and finally passed this 13th day of January, 2011.



Mayor



Clerk

KEMP PIRIE

OFFER TO PURCHASE

I/WE Gary Huggett and Walter Huggett

(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the Municipality of Temagami(as "Vendor") to purchase the premises municipally known as *30 Hillcrest Drive* being:

Part of PIN 49005-0907

Part Location CL8559 Strathy

Lot 17 Plan 36R9753

Municipality of Temagami

District of Nipissing

having a frontage of 50 feet and a depth of 120 feet more or less

(herein called the "real property") at the price of

*EIGHT THOUSAND DOLLARS (\$8,000.00)*payable *ONE THOUSAND DOLLARS (\$1,000.00)*

to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

The Purchaser acknowledges that there is an unregistered easement in favour of Ontario Hydro, a copy of which is enclosed as Schedule "A".

RELEASE OF INFORMATION

Vendor authorizes the release of any information relating to the real property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the real property or the use thereof pursuant to *the Freedom of Information and Protection of Privacy Act*, R.S.O.1990, C.F. 31 and *the Municipal Freedom of Information and Protection of Privacy Act*, R.S.O.1990, C.M. 56.

DEFICIENCY NOTICE AND WORK ORDERS:

The vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the real property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the real property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

ADOPTION OF LSUC - OBA DOCUMENT REGISTRATION AGREEMENT

Added this solicitors for each of the vendor and the purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

TENANCY:

Tenancy, if any *N/A*

FIXTURES:

The purchase price includes the following free and clear of encumbrances: AU fixtures which shall remain affixed to the real property, except the following which the Vendor may remove prior to closing: *N/A*

CHATELS

The purchase price includes the following chattels, free and clear of encumbrances: *N/A*
and any hot water tank rental, if applicable, and the Purchaser agrees to take the steps necessary to assume any such rental agreement

ACCEPTANCE:

This Offer shall be binding on the Purchaser until 11:59 PM, on the 5th day after the date of signing the offer, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the real property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the real property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the real property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the real property.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before January 31, 2011 on which date vacant possession of the real property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the real property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the real property immediately prior to the date for completion.

INSURANCE:

Until completion of sale all buildings and equipment on the real property shall be and remain at the risk of the Vendor, and the Vendor will hold all policies of insurance effected on the real property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys paid on account of this purchase. Vendor agrees to furnish Purchaser with copies of existing fire insurance policies upon request at acceptance of this Offer.

ADJUSTMENTS:

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

SMS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O.1990, C2< 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O.1990, C2< 13 as amended.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C2< 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O.1990, C2< 3 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor hereby agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under s. 116 of the *Income Tax Act* of Canada by reason of the sale.

FACSIMILE:

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

COUNTERPART:

- This agreement may but need not be executed in counterpart.

TIMED? ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement

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This transaction is subject to Goods and Services Tax /Harmonized Sales Tax (G.S.T/H.S.T.) pursuant to the *Lexus Tea Act* (Canada) as amended (the "Act") and such G.S.T/H.S.T. shall be in addition to and not included in the purchase price,

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or fee real property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for (he party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party tendering such tender be tendered instead of cash.

REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

GENDER:

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context

SIGNED, SEALED AND DELIVERED this
in the presence of

day of December, 2010.

Debbi & Family S & T



The Vendor hereby accepts the above offer.

Dated at New Liskeard this day of December, 2010.

Purchaser

Gary Huggen

Purchaser

Walter Huggen

The Corporation of the Municipality of Temagami

Per.

John Huggen

Per.

Brian Keck - Chief Administrative Officer

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We have authority to bind the corporation

Purchaser's Address:
5 Kanichee Mine Road
Temagami, Ontario
POH2H0
Phone Number. (705) 569-2541
Fax Number:
Cell Number:

Purchaser's Solicitor
Ian McLean
Barrister & Solicitor
Attn: Ian McLean
420 Main Street East
North Bay, Ontario
P1B 1B5
Phone Number: (705) 498-6774
Fax Number (705) 498-6693

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Vendor's Address:
P.O. Box 220
Terra p:ami₃, Ontario
POH2H0
Phone Number (705) 559-3421
Fax Number (705) 569-2834
Cell Number.

Vendor's Solicitor
KEMP PIKE
Atto: George W. Kenro
P.O. Box 1540
New Liskeard, Ontario
POJ IPO.
Phone Number (705) 647-7353
Fax Number. (705) 647-6473