

THE CORPORATION OF THE MUNICIPALITY OF RED LAKE

BY-LAW No. 1362-10

**BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO
AN AGREEMENT OF PURCHASE AND SALE
AND TO AUTHORIZE A TRANSFER OF LAND FROM
KEVIN JOHN HOLMGREN AND TRINA MARIE HOLMGREN
TO THE CORPORATION OF THE MUNICIPALITY OF RED LAKE**

WHEREAS The Corporation of the Municipality of Red Lake deems it expedient and necessary to enter into an Agreement of Purchase and Sale for the acquisition of certain lands; and

WHEREAS The Corporation of the Municipality of Red Lake has reached an Agreement with Kevin John Holmgren and Trina Marie Holmgren to purchase certain lands for Municipal purposes; and

WHEREAS Kevin John Holmgren and Trina Marie Holmgren have agreed to sell and transfer to The Corporation of the Municipality of Red Lake the property described as PIN 42009-2473 SRO Part 3, Plan 23R11409, Red Lake;

NOW THEREFORE the Council of The Corporation of the Municipality of Red Lake hereby **ENACTS AS FOLLOWS:**

1. **THAT** The Corporation of the Municipality of Red Lake shall enter into an Agreement of Purchase and Sale attached hereto as Schedule "A" and forming a part of this By-Law.
2. **THAT** the Mayor and Clerk are hereby authorized to execute any and all documents required to complete this transaction.
3. **THAT** this By-Law shall come into force and take effect upon the final passing hereof.

READ a FIRST and SECOND TIME this 19th day of July, 2010.

Phil T. Vinet, Mayor

Shelly L. Kocis, Clerk

READ a THIRD TIME and FINALLY PASSED this 19th day of July, 2010.

Phil T. Vinet, Mayor

Shelly L. Kocis, Clerk

AGREEMENT OF PURCHASE AND SALE

BUYER, THE CORPORATION OF THE MUNICIPALITY OF RED LAKE agrees to purchase from
(Full legal names of all Buyers)

SELLER, KEVIN JOHN HOLMGREN and TRINA MARIE HOLMGREN the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address: 200 ST. PAULS BAY, RED LAKE

Dimensions:

Legally described as: PIN 42009-2473, SRO PART 3, PLAN 23R11409, RED LAKE

(the "property")

(Legal description of land including easements not described elsewhere)

PURCHASE PRICE: ----- EIGHT FIVE THOUSAND - Dollars (CDN \$85,000.00)

DEPOSIT: Seller has received - NIL Dollars (CDN \$)
(Herewith/Upon acceptance)

by negotiable cheque payable to the Seller/Seller's Solicitor, to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

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

1. **CHATTELS INCLUDED:** N/A

2. **FIXTURES EXCLUDED:** N/A

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

4. **IRREVOCABILITY:** This Offer shall be irrevocable by the Buyer until 4:00 p.m. on the 16TH day of JULY, 2010, 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.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on the 5TH day of AUGUST, 2010. 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): 

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6. **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./H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to G.S.T./H.S.T..

7. **TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the 29TH day of JULY, 2010, (Requisition Date) to examine the title to the property at his 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 himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use 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 affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

8. **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.

9. **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 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 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 Broker and Co-operating Broker 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.

10. **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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

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. the form of which is as 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.

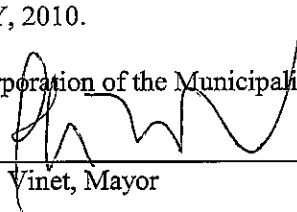
11. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's 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.
12. **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 report regarding the property.
13. **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.
14. **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 his expense to obtain any necessary consent by completion.
15. **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.
16. **RESIDENCY:** 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 or a statutory declaration that Seller is not then a non-resident of Canada.

17. **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.
18. **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 their respective lawyers who may be specifically authorized in that regard.
19. **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 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.
20. **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 Seller's spouse has executed the consent hereinafter provided.
21. **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 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.
22. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Representation section below.
23. **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.
24. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
25. **NOTICES:** This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received if transmitted by facsimile or other similar electronic transmission, and that the communication by such means will be legal and binding on all parties.

Dated at RED LAKE, ON this 12th day of JULY, 2010.

The Corporation of the Municipality of Red Lake

Per: 
Phil Vinet, Mayor

Per: 
Shelly Kocis, Clerk

We have the authority to bind the Corporation

Buyers mailing address & phone number

Buyers Lawyer

BRUCE ORMISTON

Dated at RED LAKE, ON this 12 day of JULY, 2010.

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	
<i>Christine Sweet</i> (Witness)	<i>Kevin Holmgren</i> Kevin John Holmgren	July <u>12</u> , 2010. (Seal)
<i>Christine Sweet</i> (Witness)	<i>Trina Marie Holmgren</i> Trina Marie Holmgren	July <u>12</u> , 2010. (Seal)

Sellers mailing address and phone number

Sellers Lawyer

ROD SHEWCHUK

[Handwritten initials]
INITIALS OF BUYER(S): *[Handwritten initials]* INITIALS OF SELLER(S): *RH [Handwritten initials]*
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