

**THE CORPORATION OF THE TOWNSHIP OF LAURENTIAN VALLEY
BY-LAW NUMBER 2010-09-040**

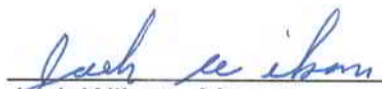
Being a By-Law to Acquire Certain Land for the Purposes of the Municipality.

WHEREAS the Council of The Corporation of the Township of Laurentian Valley deems it necessary and expedient that the Municipality purchase a portion of property in the amount of 1.3 acres more or less legally described legally as Part Lot 26, Concession 2, Geographic Township of Stafford, now in the Township of Laurentian Valley and being part of PIN 57180-0056 (LT) as shown in a sketch attached as Schedule "A" to the Agreement of Purchase and Sale attached hereto;


NOW THEREFORE, the Council of The Corporation of the Township of Laurentian Valley enacts as follows:

1. That the Corporation acquire from Michael and Heather Saar a portion of property in the amount of 1.3 acres more or less legally described legally as Part Lot 26, Concession 2, Geographic Township of Stafford, now in the Township of Laurentian Valley and being part of PIN 57180-0056 (LT) for the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).
2. That all legal costs and disbursements related to this transfer are to be paid by the Township of Laurentian Valley
3. That the Mayor and CAO/Clerk be authorized to sign all documents and to take such other actions as may be necessary to complete the transaction herein contemplated.
4. This By-Law shall come into force and take effect on the passing thereof.

READ A FIRST AND SECOND TIME THIS TWENTY-FIRST DAY OF SEPTEMBER, 2010

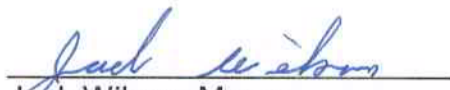


Jack Wilson, Mayor

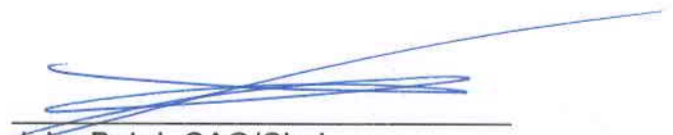


John Baird, CAO/Clerk

READ A THIRD TIME AND FINALLY PASSED THIS TWENTY-FIRST DAY OF SEPTEMBER, 2010



Jack Wilson, Mayor



John Baird, CAO/Clerk

AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

PURCHASER, The Corporation of the Township of Laurentian Valley , agrees to purchase from
VENDOR, Michael Saar , the following

REAL PROPERTY:

Address: R.R.#4, Pembroke, Ontario fronting on the side of
in the Geographic Township of Stafford

legally described as Part Lot 26, Concession 2, Geographic Township of Stafford, now in the Township of Laurentian Valley and being part of PIN 57180-0056(LT) as shown on a sketch attached as Schedule "A" to this Agreement and containing by admeasurement 1.3 acres more or less ("the property").

PURCHASE PRICE: Twenty-Five Thousand -----xx/100 Dollars (CDN \$25,000.00)

DEPOSIT: Purchasers submits ----- One Hundred Dollars ----- xx/100 (CDN \$100.00)
(Herewith/Upon Acceptance)

cash or negotiable cheque payable to Vendors 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, subject to adjustments, in cash or by certified cheque, to the Vendor on the completion of this transaction.

The Purchaser and Vendors hereby agree that presentation, acceptance, deliverance and any waiver or waivers relating to this signed Offer, may be communicated by electronic facsimile communication device and understood that upon acceptance and receipt of transmission by such means, this shall become a binding Agreement of Purchase and Sale between Purchaser and Vendor.

SCHEDULE(S) .."A" & "B"... 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 Purchasers agree to assume the rental contract(s), if assumable: None

4. **IRREVOCABILITY:** This Offer shall be irrevocable by the Purchasers until 4:00 p.m. on the 27th day of August 2010, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchasers in full without interest.

5. **COMPLETION DATE:** This Agreement shall be completed no later than 4:30 p.m. on or before the 31st day of October, 2010 . Upon completion, vacant possession of the property is to be given to the Purchasers unless otherwise provided for in this Agreement.

6. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. (For delivery of notices to Vendor) FAX No. ..(613) 735-2013..... (For delivery of notices to Purchaser)

7. **GST/HST:** If this transaction is subject to Goods and Services Tax (G.S.T.) and/or Harmonized Sale Tax (H.S.T.), as applicable, then such tax shall be added to the purchase price. If this transaction is not subject to G.S.T., Vendor agrees to certify on or before closing, that the transaction is not subject to GST/HST.

8. **TITLE SEARCH:** Purchaser shall be allowed until closing "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. 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 Purchase 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 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 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, Listing Broker and Cooperating 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, Purchaser shall be conclusively deemed to have accepted Vendor's title to the property.

11. CLOSING ARRANGEMENTS: Where each of the Vendors and Purchaser 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 any amendments thereto, the Vendor and Purchaser acknowledge and agree that the deliver of documents and the release thereof to the Vendor and Purchaser may, at the lawyer's discretion (a) not occur contemporaneously with the registration of the transfer/deed of land (and other registerable documentation,) and b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a written agreement between the 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 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 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 interest may appear in 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: The Vendor, on or before completion, will produce evidence that he or she is not now, and upon completion, will not be, a "non-resident person" within the meaning and for the purposes of Section 116 of the Income Tax Act of Canada or if he or she is a "non-resident person" will fully comply with the provisions of Section 116 of the said Act prior to completion.

16. DOCUMENT PREPARATION: Transfer/Deed to be prepared at the expense of the Vendor in a form acceptable to the Purchaser's Solicitor, and if a Charge/Mortgage is to be given back, same to be prepared at the expense of the Purchaser on a form acceptable to the Vendor's Solicitor. If requested by Purchaser, Vendor covenants that the Transfer/Deed to be given 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 the Vendor or Purchaser or upon the Solicitor acting for the party on whom tender is desired, and it shall be sufficient that a negotiable certified cheque be tendered instead of cash.

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: The Vendor represents and warrants that during the period of his or her occupancy of the property and, to the best of his or her knowledge, prior thereto, no building on the property has been insulated with urea

formaldehyde foam insulation. This warranty shall survive completion 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. **AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.

25. **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 the Purchase 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.

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

DATED at ..Pembroke.....this.....21.....day of.....August.....,2010
SIGNED, SEALED, AND DELIVERED in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:
(year)

The Corporation of the Township of Laurentian Valley

.....
(Witness)

Per: Jack Wilson DATE: August 21, 2010
(Purchaser) Name: JACK WILSON
Title: MAYOR

.....
(Witness)

Per: [Signature] DATE: August 21, 2010
(Purchaser) Name: JOHN BAIRD
Title: CRO/CLERK

We have authority to bind the Corporation.

DATED at Pembroke.....this.....27.....day of. August....., 2010

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

.....
(Witness)

Michael Saar DATE: August 27, 2010
Michael Saar (Vendor)

SPOUSAL CONSENT: The undersigned Spouse of the Seller hereby consents to the disposition evidence herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees with the Buyer that he/she will execute all necessary of incidental documents to give full force and effect to the sale evidenced herein.

.....
Witness

Heather Saar DATE: August 27, 2010
Heather Saar

Vendor's Lawyer:.....
Address.....
(.....)(.....)
Tel No. FAX No.

Purchaser's Lawyer: Roy C. Reiche
Address: 203 Nelson Street, Pembroke, Ontario, K8A 3N1
(613)735-2313 (613)735-2013
Tel No. FAX No.

SCHEDULE "B"

To Agreement of Purchase and Sale Between Michael Saar (Vendor) and The Corporation of the Township of Laurentian Valley (Purchaser)

1. The Purchaser shall be responsible for the preparation of the Deed for registration and also agrees to pay for any Reference Plan/survey and registration costs for the transfer of property.
2. The Vendor shall be responsible to remove all timber and brush and any timber waste from the lands acquired by the Purchaser. The Vendor shall have until December 31, 2014 to complete the work set out in this paragraph. It is the intention of the parties that the area acquired will be completely cleared with only the stumps of the trees remaining as at December 31, 2014. Any timber or wood so removed will be the property of the Vendor. This clause shall survive closing and not merge.
3. The Purchaser and the Vendor acknowledge that there will be no fencing along the boundary of the acquired lands.
4. The Purchaser agrees to be responsible for the ongoing maintenance of the drain located along the southern boundary of Part 1, Plan 49R-4308, the lands being acquired by the Purchaser, and running from Richardson Crescent. The said drain continues onto the lands retained by the Vendor, and the Vendor shall be responsible for any drain maintenance on the Vendor's retained lands.

Scale:
1" = 166.66 ft.

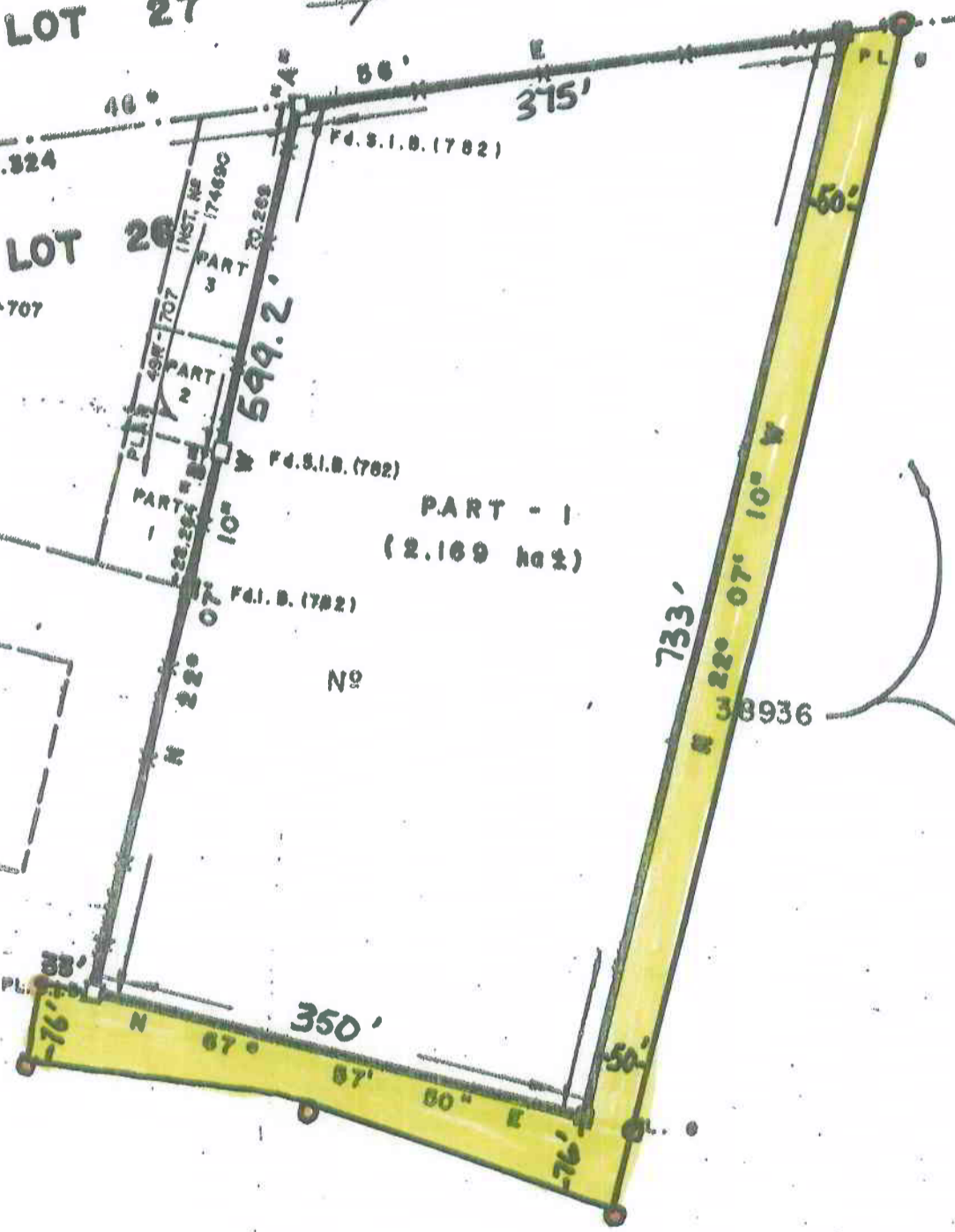
STAFFORD


LOT 27

LOT 26

NORTH WEST CORNER
LOT 26, CONCESSION II
ACCORDING TO PLAN 49R-707

CONCESSION II
Inst.



 LANDS TO BE PURCHASED

Shady Nook recreation centre

