

THE CORPORATION OF THE TOWN OF LATCHFORD

BY-LAW NO. 13/1344

BEING A BY-LAW to authorize the execution of all required legal documents for the sale of land to Blair Whyte and Marie-Pierre Falardeau being described as PT PIN 61381-0378 being part of PCL 2628 SEC NND McLeod Ave Plan M57NB designated as Part 1 On Plan 54R-5635 Coleman, Town of Latchford, District of Timiskaming.

AND WHEREAS in pursuant to Section 8 (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS Council of the Corporation of the Town of Latchford accepted and signed an Agreement of Sale on April 6, 2004 for the property as noted above.


NOW THEREFORE the Council of the Corporation of the Town of Latchford enacts as follows:

"That the Mayor and Clerk are hereby authorized to sign and seal all required legal documents for the sale of Town property described as, PT PIN 61381-0378 being part of PCL 2628 SEC NND McLeod Ave Plan M57NB designated as Part 1 On Plan 54R-5635 Coleman, Town of Latchford, District of Timiskaming. To Blair Whyte and Marie-Pierre Falardeau.

READ a FIRST, SECOND AND THIRD TIME and finally passed this 15th day of August 2013.



MAYOR



CLERK

**TOWN OF LATCHFORD
RESOLUTION**

MOVED BY: _____

No.: 13/1220

SECONDED BY: _____

Date: August 15th 2013

Be it resolved that By-Law No. 13/1344 being a bylaw to authorize the sale of lands to Blair Whyte and Marie-Pierre Falardeau (Part 1 PT PIN 61381-0378 being part of PCL 2628 SEC NND McLeod Ave Plan M57NB designated as Part 1 On Plan 54R-5635 Coleman, Town of Latchford, District of Temiskaming) for the price of \$51,100.00(Fifty One Thousand one Hundred Dollars) Plus hst.

Be taken as read a first, second and third time and finally passed by the Council of the Corporation of the Town of Latchford.

Carried _____

Amended _____

Defeated _____

Signature of Presiding Officer

DIVISION VOTE

FOR

AGAINST

Declaration of Pecuniary Interest/Conflict of Interest

declared interest, abstained from discussion and did not vote on the question.

Clerk-Treasurer

1344

This Agreement of Purchase and Sale dated this 9 day of August 2013

BUYER, BLAIR WHYTE AND MARIE-PIERRE FALARDEAU, agrees to purchase from
(Full legal names of all Buyers)

SELLER, THE CORPORATION OF THE TOWN OF LATCHFORD, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address PART I MCLEOD AVE

fronting on the SOUTH side of MCLEOD AVENUE

in the TOWN OF LATCHFORD

and having a frontage of 78.60 FEET more or less by a depth of 170.30' X IRREGULAR more or less

and legally described as PT 1 5TH AVE M-57NB; DISTRICT OF TEMISKAMING

(legal description of land including easements not described elsewhere) (the "property")

[Handwritten initials]
PURCHASE PRICE:
[Handwritten initials]
Fifty-Five Thousand One Hundred
Fifty-Five Thousand

55,100.00
Dollars (CDN\$) 55,000.00

Dollars

DEPOSIT: Buyer submits (Herewith/Upon Acceptance/as otherwise described in this Agreement)

Two Thousand Dollars (CDN\$) 2,000.00

by negotiable cheque payable to RE/MAX TOWN & COUNTRY LTD., BROKERAGE (NEW LISKEA) "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A. & B attached hereto form(s) part of this Agreement.

1. **IRREVOCABILITY:** This offer shall be irrevocable by Buyer until _____ a.m./p.m. on the 16 day of August 2013, 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.
(Seller/Buyer)

2. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 16 day of September 2013. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

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

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

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.:
(For delivery of Documents to Seller)

FAX No.: 705 647 9351
(For delivery of Documents to Buyer)

Email Address:
(For delivery of Documents to Seller)


Email Address: century211louise@hotmail.com
(For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**
not applicable

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**
not applicable

6. **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:
not applicable

 HST: If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be ~~included in~~ *in addition to* the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 

13. 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 or property inspection report regarding the property.

12. 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 Registration 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.

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 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 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.

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 and providing that such are complied with; (b) any registered 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 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 (Title Insurance) 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 Brokerage and Co-operating Brokerage 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.

9. 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.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the 10 day of September, 2013 to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Registration 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 Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (RESIDENTIAL VACANT PROPERTY) 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 and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.

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

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

(Witness) *[Signature]* (Buyer) Blair Whyte DATE Aug 9/13
 (Witness) *[Signature]* (Buyer) Marie-Pierre Falardeau DATE Aug 9/13

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

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

(Witness) *[Signature]* (Seller) DATE Aug 13/13
 (Witness) *[Signature]* (Seller) DATE Aug 13/13

SPOUSAL CONSENT: The Undersigned Spouse of the Seller hereby consents to the disposition evidenced 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 or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) _____ (Spouse) _____ DATE _____

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at 9:35 a.m./p.m. this 13th day of August, 2013. *[Signature]* (Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage	RE/MAX TOWN & COUNTRY LTD., BROKERAGE (NEW LISKEA)	Tel.No. (705)647-3636
	100 WHITEWOOD AVE. NEW LISKEARD	POJ 1P0
Co-op/Buyer Brokerage	CENTURY 21 EVELINE R. GAUVREAU LTD., BROKERAGE	Tel.No. (705)647-8148
	19 PAGET ST. S. NEW LISKEARD	POJ 1P0

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

[Signature] (Seller) DATE Aug 13/13
[Signature] (Seller) DATE Aug 13/13

Address for Service _____ Tel.No. _____
 Seller's Lawyer _____
 Address _____
 Tel.No. _____ FAX No. _____

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

(Buyer) Blair Whyte DATE _____
 (Buyer) Marie-Pierre Falardeau DATE _____

Address for Service _____ Tel.No. _____
 Buyer's Lawyer _____
 Address _____
 Tel.No. _____ FAX No. _____

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale: CENTURY 21 EVELINE R. GAUVREAU LTD., BROKERAGE

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED as of the date and time of the acceptance of the foregoing Agreement of Purchase and Sale. Acknowledged by: *[Signature]*

[Signature] (Authorized to bind the Listing Brokerage) *[Signature]* (Authorized to bind the Co-operating Brokerage)

Schedule B
Agreement of Purchase and Sale

Form 105
for use in the Province of Ontario

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

BUYER, BLAIR WHYTE AND MARIE-PIERRE FALARDEAU....., and

SELLER, The Corporation of the Town of Latchford.....

for the property known as **Lot 1 Mcleod Avenue Latchford**.....

..... dated the **09**..... day of **AUGUST**....., **2013**.....

The buyer and seller acknowledge and agree that the sale of lot 1 Mcleod Avenue is conditional upon the buyer erecting a single family residence, minimum of 1000 square feet in size within 2 years of the closing date of this agreement of purchase and sale. Failing which, the property shall revert back to the Town of Latchford and the remainder of the purchase amount, if any, will be returned to the buyer, subject to adjustments for lawyer fees/taxes/land transfer expenses incurred by the Town.

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

INITIALS OF BUYER(S): 

INITIALS OF SELLER(S): 



BUYER: BLAIR WHYTE AND MARIE-PIERRE FALARDEAU

SELLER: THE CORPORATION OF THE TOWN OF LATCHFORD

For the transaction on the property known as: PART 1 MCLEOD AVE LATCHFORD POJ 1N0

For the purposes of this Confirmation of Co-operation and Representation, "Seller" includes a vendor, a landlord, or a prospective, seller, vendor or landlord and "Buyer" includes a purchaser, a tenant, or a prospective, buyer, purchaser or tenant, "sale" includes a lease, and "Agreement of Purchase and Sale" includes an Agreement to Lease.

The following information is confirmed by the undersigned salesperson/broker representative(s) 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 2002) and Regulations.

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 Brokerage represents the Buyer and the property is not listed with any real estate brokerage. The Brokerage will be paid

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)


LISTING BROKERAGE


CO-OPERATING/BUYER BROKERAGE


SELLER


BUYER

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 or providing Customer Service to the Buyer in this transaction.

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 MLS# 130780 from the amount paid by the Seller to the Listing Brokerage.
(Commission As Indicated In MLS® Information)
- 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)

RE/MAX TOWN & COUNTRY LTD., BROKERAGE (N
(Name of Listing Brokerage)

100 WHITEWOOD AVE. NEW LISKEARD

Tel: (705)647-3636 Fax: (705)647-5000

[Signature] Date: Aug 13/13
(Authorized to Bind the Listing Brokerage)

SAMARA CULL
(Print Name of Broker/Salesperson Representative of the Brokerage)

CENTURY 21 EVELINE R. GAUVREAU LTD., BROK
(Name of Co-operating/Buyer Brokerage)

19 PAGET ST. S. NEW LISKEARD

Tel: (705)647-8148 Fax: (705)647-9351

[Signature] Date: Aug 9, 2013
(Authorized to Bind the Co-operating/Buyer Brokerage)

LOUISE DIANE AMES
(Print Name of Broker/Salesperson Representative of the Brokerage)

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

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

[Initials]
SELLER'S INITIALS

[Initials]
BUYER'S INITIALS

ACKNOWLEDGEMENT

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

[Signature] Date: Aug 13/13
(Signature of Seller)

[Signature] Date: Aug 13/13
(Signature of Seller)

[Signature] Date: Aug 9/13
(Signature of Buyer) Blair Whyte

[Signature] Date: Aug 9/13
(Signature of Buyer) Marie-Pierre Falardeau