



**THE CORPORATION OF THE TOWNSHIP OF AUGUSTA
BY-LAW NUMBER 3519-2021**

**BEING A BY-LAW TO AUTHORIZE THE TRANSFER OF PART OF LOT 6,
CONCESSION 5, AUGUSTA, BEING PART 1 ON PLAN 15R12094, TOWNSHIP OF
AUGUSTA , COUNTY OF GRENVILLE AND BEING PART OF PIN 68168-0213 (LT)**

WHEREAS Section 9 of the Municipal Act S.O. 2001 c.25, as amended, the Council of every 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;


AND WHEREAS the Township has agreed to transfer to South Nation River Conservation Authority the land legally described a:

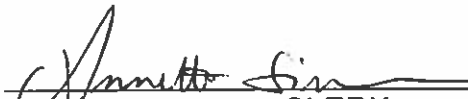
Part of lot 6, Concession 5, Augusta, being Part 1 on Plan 15R12094, Township of Augusta, County of Grenville and being part of PIN 68168-0213 (LT)

NOW THEREFORE the Council of the Corporation of the Township of Augusta hereby enacts as follows that:

1. THAT the land described above of this by-law be transferred from The Corporation of the Township of Augusta to South Nation River Conservation Authority.
2. THAT the Mayor and the Clerk are hereby authorized to execute any and all documents and to do anything necessary to complete the sale and transfer of property described above at a price of \$1.00.
3. THAT Schedule B attached hereto form part of this by-law.
4. THAT the process for Sale of Surplus Land has been satisfied.
5. THAT this By-law shall come into force and effect upon the date of the final passing thereof.

Read a first, second, and third time and finally passed this 26 day of April, 2021.


MAYOR


CLERK

OPTION TO PURCHASE

To: The Corporation of the Township of Augusta (Augusta)

IN CONSIDERATION of the closing of the transaction by Augusta and other good and valuable consideration, the vendor, South Nation River Conservation Authority (SNCA) in this option, grants to Augusta, the purchaser the irrevocable option to purchase the property for the sum of \$1.00.

1. This option and the agreement of purchase and sale arising from it shall be subject to compliance by SNCA at SNCA's expense with the provision of the Planning Act, R.S. O. 1990, c P.13.
2. This option is exercisable by notice in writing delivered to SNCA at P.O. Box 29, 38 Victoria Street, Finch, Ontario, K0C 1K0. This option may be exercised at any time by Augusta in the event that SNCA sells, leases or in any way disposes of the property or a substantial interest therein or enters into any contract or arrangement which might result in such a transfer, sale or disposition in the future. This option shall terminate on the 100 anniversary of the closing of the sale of the property to South Nation. The option may be terminated prior to the expiry of the foregoing term only with the written consent of both parties.
3. When exercising this option there shall be no deposit paid.
4. This option is not assignable.
5. Time shall be of the essence in this option.
6. On the option being exercised, the following shall be the terms of the agreement of purchase and sale of the property:
 - a. A payment of \$1.00 shall be paid to South Nation, together with the exercise of the option.
 - b. The purchase price for the property shall be \$100.00 and shall be paid on the date of completion, subject to the usual adjustments.
 - c. The sale shall be completed on the 60th day after the date of the exercise of the option, unless on that day the Land Registry Office is closed, in which case the sale shall be completed on the next following day when the office is open.
 - d. Augusta shall be permitted to inspect the property immediately prior to closing.

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

INITIALS OF BUYER(S):

INITIALS OF SELLER(S):

