

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale dated this ____ day of _____ 2023.

BUYER: Corporation of the Town of Plympton-Wyoming agrees to purchase from

SELLER: St. Clair Region Conservation Authority the following

REAL PROPERTY: CJ McEwen Conservation Area

Being all of PIN 43479-0058 (LT) (the "property")

PURCHASE PRICE: ONE DOLLAR (\$1.00) *See Schedule A

SCHEDULES "A" and "B" attached hereto form part of this Agreement.

1. **COMPLETION DATE:** This Agreement shall be completed by no later than **5:00 p.m. on [Closing Date]**.
2. **NOTICES:** Any notice relating hereto or provided for herein shall be in writing and shall be deemed given and received when delivered to each party with a copy to the lawyer for each party as set out later in this Agreement.
3. **TITLE:** A current parcel register for the property is attached hereto as Schedule "B". Buyer acknowledges having had an opportunity to inspect title prior to entering into this Agreement and the Buyer agrees to accept title "as is, where is," as set out in the parcel register
4. **FUTURE USE:** Buyer acknowledges that the future use of the Property shall be governed by the Conservation Easement that shall be granted to the Seller on Closing as set out in Schedule A. 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.
5. **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 Ontario.
6. **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 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.

Initials
of Buyer



Initials
of Seller



- 7. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Agreement there shall be a binding agreement of purchase and sale between Buyer and Seller.
- 8. **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.
- 9. **ADJUSTMENTS:** Any rents, 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.
- 10. **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.
- 11. **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.
- 12. **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.
- 13. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.
- 14. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

Dated by the Buyer: _____, 2023.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand:

The Corporation of the Town of Plympton-Wyoming

Per:

Per:

Dated by the Seller: _____, 2023.

St. Clair Region Conservation Authority

Per:

Per:

Initials of Buyer 

Initials of Seller 

SCHEDULE "A"

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

Seller's Lawyer

D'Arcy D. W. Bell / D. Ryan Bell
D'Arcy D. W. Bell Professional Corporation
222 Front St. North P.O. Box 2196
Sarnia, ON N7T 7L8
(t) 519-336-8770
(f) 519-336-1811
rbell@sarnialaw.com

Buyer's Lawyer

Gowling WLG (Canada) LLP
345 King Street West, Suite #600
Kitchener, ON N2G 0C5
Attn: Kevin Dias / David Sunday
(t) 519-575-7527
kevin.dias@gowlingwlg.com
david.sunday@gowlingwlg.com

1. Buyer agrees to pay any amount due to the Seller on Closing to the Seller with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer.

2. The Buyer agrees to pay on Closing all of the Seller's reasonable expenses in connection with this Agreement, including but not limited to legal fees (up to a maximum of \$10,000 plus HST) and all other costs and disbursements, to a total maximum amount of \$20,000.

3. **Grant of Conservation Easement** – On Closing the Buyer shall grant to the Seller for nominal consideration a Conservation Easement (the "Easement"). The Conservation Easement shall contain the following restrictions/prohibitions:
 - a) Prohibition against logging;
 - b) Prohibition against hunting;
 - c) Prohibition against removal/destruction of native species or destruction of their habitat;
 - d) Prohibition against commercial, residential or industrial development;
 - e) Prohibition against the extraction of sand, gravel, rock;
 - f) Prohibition against alteration of the topography of the lands;
 - g) Prohibition against granting further easements;
 - h) Prohibition against subdivision of the lands;
 - i) Prohibition against dumping;

And shall provide for access to the Seller and its employees, agents, workers, contractors, officers, and directors to enter onto the lands for the purpose of ensuring compliance with the Easement, and for scientific research purposes. The Easement shall be permanent (or the maximum term allowed by law) and shall enure to the benefit of and bind each party's successors, etc. The Easement shall be prepared by the Seller's lawyer and shall be approved by the Buyer's lawyer acting reasonably. The Easement shall be registered on the Property and shall run with the lands in perpetuity.

4. **Right of First Refusal** – the Seller shall have a Right of First Refusal ("ROFR") to repurchase the Property for ONE DOLLAR (\$1.00) in the event the Buyer wishes to sell or convey the Property to any third party (excepting a successor municipality or municipal corporation). In the event the Buyer wishes to or intends to sell or convey the Property to any such third party, the Buyer shall notify the Seller in writing, and the Seller shall have thirty (30) business days to notify the Buyer in writing if the Seller wishes to repurchase the Property for ONE DOLLAR (\$1.00). The ROFR shall be registered on title to the Property on Closing for the maximum term allowed by law.


Initials
of Buyer 

Initials
of Seller 

SCHEDULE "B"

Parcel Register for PIN 43479-0058 (LT)

Initials
of Buyer

An empty horizontal oval shape, intended for the buyer to write their initials.

Initials
of Seller

An empty horizontal oval shape, intended for the seller to write their initials.