

AGREEMENT OF PURCHASE AND SALE

THIS INDENTURE dated the _____ day of July, 2017

BETWEEN:

THE CORPORATION OF THE TOWN OF ST. MARYS

hereinafter called the **VENDOR**

- and -

WILDWOOD HOMES LTD.

hereinafter called the **PURCHASER**

Offer to Purchase

1. The Purchaser, having inspected the lands and premises hereinafter described, hereby offers to purchase from the Vendor the lands and premises situated in the Town of St. Marys, located as shown on the sketch attached as Schedule "A" to this Agreement, municipally known as 121 Ontario Street South and being legally described as Lots 14 to 20, inclusive west side of Thomas Street, Lots 16 to 20, inclusive east side of Ontario Street, Registered Plan No. 235 and being Property Identification Number 53242-0048 (LT) save and except the area known as Park Lane to be retained by the Town as described in section 11 of Schedule "B" attached hereto and as shown in the plan of survey attached hereto as Schedule "C" ("Lands"), for the purchase price of

Three Hundred Thousand Dollars

(\$300,000.00)

of lawful money of Canada, to be paid by bank draft or certified cheque to the Vendor on the date of completion.

Deposit

2. The Purchaser has submitted Two Thousand Dollars (\$2,000.00) paid to the Vendor to be held pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. No interest shall be earned, received or paid on the deposit.

Adjustments

3. Any unearned fire insurance premiums, 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 the Purchaser.

Free from Encumbrances

4. Provided the title to the property is good and free from all encumbrances, except as otherwise expressly provided herein, and except as to any registered easements, restrictions or covenants that run with the land, or municipal by-laws, or other governmental enactments, providing that such are complied with.

Schedules

5. The following Schedule(s) form part of this Agreement:

Schedule A – Sketch of the Property
Schedule B – Additional Terms and Conditions
Schedule C – Park Lane Plan of Survey

Property Condition

6. The Agreement is made without representation, warranty or condition with respect to the fitness for any purpose, condition, quality or quantity, zoning or lawful use of the property. The Purchaser acknowledges that it has relied entirely on its own investigations and inspections. The Purchaser will accept the property “as is” on the day of closing without regard for its state of repair, location of structures, walls, retaining walls or fences (freestanding or otherwise) and subject to all judicial, municipal or any other governmental by-laws, agreements, restrictions or orders affecting or regarding its condition or use (including deficiency, compliance requests, work and other orders), all registered or unregistered restrictions, agreements, rights of way, easements, covenants which run with the land or minor encroachments by buildings or fences on the Lands or adjoining properties or streets, all municipal and other development and sewer levies, fees, imposts and charges and all amounts added to the tax roll, in all cases regardless of whether there is compliance.

Fixtures and Chattels Excluded and Included

7. The playground equipment and all equipment and appliances that are not permanently fixed to the building are not included in the Purchase Price. All structures, including the utility sheds, on the Lands are included in the Purchase Price. Unless otherwise stated in this Agreement or any Schedule hereto, the Vendor 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.

Title Documents

8. The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except as may be in the possession or control of the Vendor, unless otherwise provided herein.

Examination of Title

9. The Purchaser is to be allowed until 5:00 P.M. (local time) on **August 25, 2017** to examine the title at its own expense. If within that time any valid objection to title is made in writing to the Vendor which the Vendor is unable or unwilling to remove, remedy or satisfy and which the Purchaser will not waive, this Agreement, notwithstanding any intermediate acts or negotiations in respect of such objection shall be at an end, and all monies theretofore paid shall be returned to the Purchaser without interest or deduction, and the Vendor shall not be liable for any costs or damages. Except as to any valid objection so made within such time, and except for any objection going to the root of the title, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the property.

Completion of Transaction

10. The transaction of purchase and sale to be completed by no later than 5:00 P.M. (local time) on September 8, 2017. The Vendor may unilaterally amend the completion date on 5 calendar days written notice to the Purchaser in order to allow the Vendor to pass the necessary municipal by-laws to complete the herein transaction. Vacant possession of the property shall be given to the Purchaser on the date of completion, unless otherwise provided herein.

Time of Essence

11. This Agreement, when accepted, shall constitute a binding contract of purchase and sale between the Purchaser and Vendor and time shall, in all respects, be of the essence thereof, provided

that the time for the doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard. It is agreed that there is no condition, expressed or implied, representation, warranty, or collateral agreement affecting this Agreement or the property or supported hereby, except as expressed herein in writing.

Deed or Transfer

12. The deed or transfer shall be prepared in registerable form by the Purchaser's solicitor. The Purchaser shall pay the cost of registration and taxes of all documents. The Purchaser further undertakes and agrees, forthwith after the completion date, to provide a copy of the registered Transfer of Land to the Vendor's solicitor. This covenant shall survive the closing of the herein transaction and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser.

Written Additions

13. Provided that, notwithstanding any terms or conditions outlined in the printed wording herein, any provisions written into the Agreement at the time of the signing of the Agreement by the Purchaser shall be the true terms and shall supersede the printed portion in respect of the parts affected thereby. This Agreement and its acceptance shall be read with all changes of gender or number required by the context and shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, as the case may be.

Costs and Tender

14. The Purchaser acknowledges that he or she shall be responsible for all costs associated with the herein sale transaction. Any tender of documents or money desired hereunder may be made upon the solicitor acting for the Vendor or Purchaser, and it shall be sufficient that a Bank Draft or Certified Cheque may be tendered instead of cash.

Good and Services Tax or Harmonized Sales Tax

15. If this transaction is subject to Goods and Services Tax or Harmonized Sales Tax ("GST/HST"), then such tax shall be **in addition** to the purchase price. If this transaction is subject to GST/HST, the Purchaser shall self-assess and remit the GST/HST payable and file the prescribed form and shall indemnify the Vendor in respect of any GST/HST payable. The foregoing warranties shall not merge but shall survive the completion of the transaction. If this transaction is not subject to GST/HST, Vendor agrees to certify on or before closing that the transaction is not subject to GST/HST.

Electronic Registration

16. The Vendor and Purchaser acknowledge that this transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L4, as amended. The Vendor and Purchaser further acknowledge and agree that the delivery of documents and the release thereof to the Vendor and Purchaser shall be governed by a Document Registration Agreement in the Law Society of Upper Canada's most recent standard form for such agreements and hereby authorize their respective solicitors in that regard.

Business Day

17. In the event that any date specified in this Agreement shall fall on a day other than a Business Day (defined to mean a day other than a Saturday or Sunday on which chartered banks in the Town of St. Marys, Ontario are open for the transaction of business with the public), then such date shall be deemed to be the next following Business Day.

Notice

18. Any notice or requisition required or contemplated by any provision of this Agreement which either party may desire to give to the other shall be sufficiently given to the Purchaser by personal delivery or facsimile transmission addressed to the Purchaser at:

Wildwood Homes Ltd.
590 Widder Street East
St. Marys, ON N4X 0A6

Attention: Rick Murphy

and any notice to be given to the Vendor shall be sufficiently given by personal delivery or facsimile transmission addressed to the Vendor at:

The Corporation of the Town of St. Marys
175 Queen Street East
P.O. Box 998
St. Marys, ON N4X 1B6

Attention: Clerk

and to the Vendor's Solicitors:

Strong MacDougall Oudekerk_{PC}
Suite 1214, 130 Dufferin Avenue
London, ON N6A 5R2

Attention: Tara Oudekerk
Facsimile: (519) 672-3565

and all such notices shall be effective as of the date of such personal delivery or facsimile transmission unless delivered or transmitted after 5:00 p.m. on a Business Day or on a day which is not a Business Day in which event such delivery or transmission shall be deemed to be effective on the next Business Day.

Successors and Assigns

19. The heirs, estate trustees, administrators, successors and assigns of the undersigned are bound by the terms herein.

Realtor Commission

20. The parties acknowledge and agree that the Vendor shall not be responsible for any real estate or brokerage commission or fees payable to any agent or any other person arising out of or in connection with the transaction contemplated in this Agreement.

Time for Acceptance

21. This Agreement shall be irrevocable and open for acceptance until 11:59 P.M. (local time) on the 11th day of August, 2017, after which time, if not accepted, this Agreement shall be null and void and the deposit (if any) shall be repaid to the Purchaser without interest or deduction.

IN WITNESS WHEREOF the Purchaser has duly executed this Agreement as of the date first written above.

SIGNED, SEALED & DELIVERED

WILDWOOD HOMES LTD.

Rick Murphy, Vice President
Date of Signature:

I have the authority to bind the Corporation.

ACCEPTANCE

The Vendor accepts the above Agreement.

THE CORPORATION OF THE TOWN OF ST. MARYS

Al Strathdee, Mayor
Date of Signature:

Brent Kittmer, Clerk
Date of Signature:

We have the authority to bind the Corporation.

SCHEDULE "A"
Sketch of Property

PL235



SCHEDULE “B”

Additional Terms and Conditions

Purchaser Covenant(s)

1. In this Agreement “Subject Building” shall mean the building known as West Ward School on the Lands, being a stone structure that was constructed in or around 1865 comprised of two original rooms to the north and south and the east-west gable entrance and the classroom stone addition that was constructed in or around 1874 that protrudes to the west. For clarity, the Subject Building does not include any other parts of the structure, such as the wood additions constructed in the 1970s and in 2007 at the northwest corner of the Subject Building.
2. The Purchaser covenants and agrees as follows:
 - a. To continuously maintain, repair and administer the Subject Building so as to preserve the historical integrity of features, materials, appearances and workmanship of the Subject Building;
 - b. Neither the Subject Building nor any part thereof may be removed or demolished without the prior written approval of the Vendor;
 - c. Unless prior written approval by the Vendor is obtained, no alteration, physical or structural change(s) in the colour, material or surfacing to the stone exterior or roofline of the Subject Building shall be made. For clarity, Vendor approval is not required for roof replacements, window replacements; and
 - d. These restrictions shall be covenants and restrictions running with the land, which the Purchaser, its heirs, successors and assigns covenant and agree, in the event the Lands are sold or otherwise disposed of, will be inserted in the deed or other instrument conveying or disposing of the Lands or any part of the Lands that include the Subject Building.
3. The Purchaser covenants and agrees to incorporate the Subject Building as part of the redevelopment of the Lands and to develop the Lands in accordance with the Vendor's Proposal submitted in response to RFP-ADMIN-02-2017 or such other redevelopment plan that is approved by the Vendor.
4. The structures on the Lands, including the Subject Building and utility sheds, may contain certain hazards as a result of outdated building practices or use of certain materials. The Vendor shall not be responsible for the condition of any structures being sold as part of the property being sold. The Vendor is not liable in any way for hazards, defects, or other problems with the Subject Building or any other structure on the property being sold.
5. In the case of any contemplated sale of the Subject Property or any portion thereof by the Purchaser or any successor in title thereto, first refusal as to any bona fide offer of purchase must be given to the Vendor, its successors or assigns. If the Vendor so decides to purchase, it shall notify the then owner of its willingness to buy upon the same terms within thirty (30) days of receipt of written notice of such bona fide offer. Failure of the Vendor to notify the then owner of its intention to exercise this right of first refusal within such thirty (30) day period shall free the owner to sell pursuant to the bona fide offer. The Vendor may, in its discretion, waive its right of first refusal in writing, upon written receipt of such bona fide offer. Provided, however, the lands conveyed shall be free and clear of all encumbrances, easements, restrictions or covenants except as to those originally assumed by the Purchaser from the Vendor on the herein conveyance.

6. If the Purchaser does not commence development of the Lands within eighteen (18) months from the date the Lands are transferred from the Vendor to the Purchaser as contemplated in this Agreement or such extended period of time mutually agreed to by the Vendor and the Purchaser in writing, the Purchaser shall transfer the Lands back to the Vendor for the Purchase Price of \$295,700.00. For clarity, "development of the Lands" shall be interpreted as the commencement of either the renovation of the Subject Building for residential purposes or the construction of new residential dwellings on the Lands.
7. The costs of the zoning by-law amendment in the amount of two thousand three hundred dollars (\$2,300.00) shall be credited toward the Purchase Price on completion. No interest shall be earned, received or paid on the zoning by-law amendment fee. All other fees, permits, licenses, approvals and consents shall be at the Purchaser's expense.
8. This Agreement is conditional upon the Purchaser obtaining a rezoning and site plan approval to allow for the development and redevelopment proposed by the Vendor for the Lands. Both the Purchaser and the Vendor agree to proceed in a diligent manner to acquire the rezoning and site plan approval. If the Purchaser gives notice in writing to the Vendor before the transaction of purchase and sale is completed that this condition cannot be fulfilled, this agreement shall become null and void and the deposit shall be returned to the Purchaser in full without reduction. If the Purchaser cannot obtain the rezoning or site plan approval required for the proposed development of the Lands after the transaction of purchase and sale is complete, the Purchaser shall transfer the Lands back to the Vendor for the Purchase Price of \$297,700.00.
9. The Vendor agrees to grant the Purchaser and the Purchaser's authorized representatives the right to enter the Lands for the purpose of surveying and conducting soil tests prior to the completion of this transaction. Such permission does not extend to any alteration of the lands, servicing work, removal of trees, soil, or any other activity which would alter the current state of the Lands.
10. The Purchaser shall indemnify and hold harmless the Vendor, its officers and employees from and against any and all liabilities, claims, demands, loss, cost, expenses, damages, actions, suits or other proceedings by whomsoever made, direct or indirectly arising out of the development and/or redevelopment of the Lands attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Purchaser, its officers, agents, employees or other persons for whom the Purchaser is legally responsible.
11. The parties acknowledge and agree that the utility easement in favour of the Vendor registered as instrument no. R151468 on January 12, 1971, has merged in law. The parties further acknowledge and agree that said utility easement is located within an area of the Lands known as Park Lane as shown on the plan of survey dated June 1, 1970 attached hereto as Schedule "C" and that the area of the Lands known as Park Lane shall be retained by the Vendor and not included as part of the Lands being transferred to the Purchaser pursuant to this Agreement. As such, the parties agree that the Vendor shall prepare and register a reference plan for the area of the Lands known as Park Lane satisfactory to the Vendor in its sole discretion and that the area of the Lands known as Park Lane shall be subdivided from the remainder of the Lands. The area of the Lands known as Park Lane shall be retained by the Vendor and the remainder of the Lands shall be transferred to the Purchaser. If a reference plan has not been deposited on title by the completion date, the Purchaser covenants and agrees to grant an extension of the completion date until the said reference plan has been deposited on title. The costs of preparation and deposit of the reference plan shall be the responsibility of the Vendor. The Vendor reserves the right to waive this condition, in writing to be delivered to the Purchaser, at any time if the Vendor determines that it does not require the area of the Lands known as Park Lane for any reason.

These covenants shall survive the closing of the herein transaction and shall remain in full force and effect notwithstanding the transfer of title to the Property to the Purchaser.

SCHEDULE "C"

Park Lane Plan of Survey

