

**AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT is made as of the 31<sup>st</sup> day of January, 2024.

**BETWEEN**

**SENTIER RÉCRÉATIF PRESCOTT-RUSSELL RECREATIONAL TRAIL INC.**  
(hereinafter called the “**Vendor**”)

**AND**

**THE CORPORATION OF THE CITY OF CLARENCE-ROCKLAND**  
(hereinafter called the “**Purchaser**”)

WHEREAS the Purchaser is the owner of the building known as the “Gare de Bourget” located at 139 Lévis Street, Bourget, Ontario on Lands (as hereinafter defined) owned by the Vendor;

WHEREAS the Vendor has agreed to sell such Lands to the Purchaser on the terms and subject to the conditions hereinafter set forth;

AND WHEREAS the Purchaser is acquiring the Lands in order to facilitate the future redevelopment of the Lands and Gare de Bourget building as a community facility;

IN CONSIDERATION of the mutual agreements herein contained, the sufficiency of which is hereby acknowledged by each of the Purchaser and the Vendor, the Purchaser and the Vendor hereby covenant and agree as follows:

1. The Vendor agrees to sell and the Purchaser agrees to purchase part of the lands legally described as Pt Lt 19 Con 5 Clarence as in RR131453 s/t RR131453, s/t interest in RR131453, City of Clarence-Rockland, part of PIN 69038-0191, as more particularly shown on Schedule “A” attached hereto (the “**Lands**”), on the terms and conditions hereinafter provided.

The Purchaser acknowledges and agrees that the Lands are being sold by the Vendor to the Purchaser on an "as is", "where is" basis as at the closing date. The Purchaser acknowledges that no representation, warranty or condition is expressed or implied as to valuation, title, description, fitness for purpose, existence, merchantability, quantity, revenue, expenses, condition or quality of the Lands or in respect of any matter or thing whatsoever. The Purchaser declares that in executing this Agreement, it has either inspected and investigated for itself the Lands or that, not having so inspected and investigated, it is willing to assume and does assume all risk of conditions existing. The Purchaser shall be deemed, at its own expense, to have relied entirely on its own inspections and investigations as regards all aspects of the Lands.

Notwithstanding the above, the Purchaser acknowledges the existence of a fibre optic cable or cables on or beneath the Lands.

2. In consideration of the Vendor selling the Lands to the Purchaser, the Purchaser agrees to pay the following amounts (the "**Purchase Price**") to the Vendor;
  - a. The Vendor's legal fees and disbursements incurred in relation to this sale to the Purchaser. The Vendor will cause the Vendor's solicitor to provide an estimate of these costs no later than five (5) days before closing for land transfer tax purposes. The Purchaser will pay these costs on the Closing Date if an itemized statement of account for same is provided no later than five (5) days before closing, failing which the Purchaser will pay these costs within thirty (30) days after the Closing Date upon receipt of an itemized statement of account in relation thereto.

The Vendor acknowledges and agrees that the payments set out herein represent full and complete compensation for the Lands, and no additional compensation will be sought or provided. This provision does not prohibit the Vendor from applying for any municipal grants or other with respect to the Vendor's remaining lands in the City of Clarence-Rockland.

3. The Purchaser acknowledges that if HST is applicable to the transaction, HST is in addition to the Purchase Price. Subject to Section 4, the Purchaser shall pay to the Vendor on Closing by certified cheque or bank draft any and all goods and services tax / harmonized sales tax ("**HST**") payable as a result of this transaction in accordance with the Excise Tax Act (the "**Act**"), and the Vendor shall remit such HST to the Receiver General for Canada when and to the extent required by the Act.
4. Notwithstanding Section 3, the Vendor shall not collect HST from the Purchaser in this transaction if the Purchaser is registered under the Act, provides the Vendor with a valid registration number, and provides the Vendor with a declaration and indemnity concerning the remittance of the HST in a form acceptable to the Vendor's solicitors acting reasonably.
5. The Purchaser shall be responsible at the Purchaser's expense for the preparation, registration and cost of a reference plan of the Lands prior to closing in order to provide a registerable legal description for closing. The Purchaser shall deliver the draft reference plan to the Vendor for approval in writing prior to depositing the reference plan on title to the Lands.
6. This Agreement shall be completed on the fifteenth (15<sup>th</sup>) day following the date of registration of the reference plan referred to in section 5, or on such earlier or other date as may be mutually agreed upon (the "**Closing Date**").

7. Title to the Lands shall be good and marketable and free from all registered restrictions, charges, liens and encumbrances except for any registered municipal agreements, registered agreements with publicly regulated utilities, and any registered municipal or utility easement. Notwithstanding the foregoing, the Purchaser agrees to assume title to the Lands being subject to the following registered instruments: BS19915, 50R-828, 50R-1764, RR131453, and RC159722 . The Vendor agrees to have Instrument No. RC159723 removed from title and shall provide an undertaking on closing to do so post-closing if the Vendor is unable to have this Instrument removed on or before the Closing Date. The Purchaser shall have until 5:00 p.m. on the fifth (5th) day prior to the Closing Date (the "**Requisition Date**") to examine the title of the Vendor to the Lands and submit requisitions with respect thereto. If the Vendor is unable (or unwilling) to remove or remedy any such requisition, and the Purchaser will not waive it, then this Agreement, notwithstanding any intermediate acts or negotiations in respect of any such objections, shall be at an end and none of the Vendor or Purchaser shall be liable to the other for any matter in connection with this Agreement. Save as to any valid objection made within the time above limited, and except for any objection going to the root of the title of the Vendor, the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Lands. The Purchaser is not to call for the production of any title deeds, abstract or evidence of title, except such as are in the possession of the Vendor.
8. On the Closing Date, the Vendor will convey the Lands to the Purchaser by a good and sufficient Transfer thereof free and clear of all encumbrances except as aforesaid and shall deliver vacant possession of the Lands to the Purchaser.
9. Representations and Warranties
  - a. The Vendor represents and warrants to the Purchaser the following:
    - i. This Agreement has been validly authorized, executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable in accordance with its terms.
    - ii. The entering into of this Agreement, and the completion of the transactions contemplated hereby will not result in the violation of any agreement or contract, whether written or oral, or any indenture or other instrument to which the Vendor is a party or by which the Vendor is bound.
    - iii. The Vendor is not a non-resident of Canada as contemplated by section 116 of *the Income Tax Act* (R.S.C., 1985, c. 1 (5th Supp.)). The Vendor shall deliver a statutory declaration on closing confirming same.
  - b. The Purchaser represents and warrants to the Vendor as follows:

- i. The Purchaser is a valid legal entity within the Province of Ontario.
  - ii. This Agreement has been validly authorized, executed and delivered by the Purchaser and constitute a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms.
  - iii. The entering into of this Agreement, and the completion of the transactions contemplated hereby will not result in the violation of any agreement or contract, whether written or oral, or any indenture or other instrument to which the Purchaser is a party or by which the Purchaser is bound.
  - iv. Section 50 (3)(c) of the Planning Act (Ontario) is applicable to the subject transaction.
10. The foregoing representations and warranties by the Vendor and the Purchaser are the only representations and warranties and shall survive and not merge on the Closing of this transaction.
11. The Transfer is to be prepared by the Purchaser and the statement of adjustments by the Vendor with property taxes being apportioned and allowed to the Closing Date, with the Closing Date being apportioned to the Purchaser. The Purchaser is solely responsible for the registration fee to register the Transfer and any associated land transfer tax.
12. The parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the date of acceptance of this Agreement, and to abide by, and instruct their solicitor to abide by, the closing procedures set forth therein for electronic registration.
13. The parties agree that an effective tender shall be deemed to have been validly made by a party upon the other when the party's solicitor has:
- a. delivered all required closing documents, keys and money contemplated by this Agreement to the other party's solicitor. In particular, money may be tendered by sending a copy of a bank draft or certified cheque by fax or e-mail to the other party's solicitor and keys may be tendered by confirming to the other party's solicitor in writing that the tendering party's solicitor is in possession of at least one key to the Lands, if applicable;
  - b. advised the other party's solicitor, in writing, that the tendering party is ready, willing and able to complete the transaction in accordance with the terms and provisions of this Agreement; and

- c. completed all steps required by the Teraview Electronic System in order to complete the transaction, that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor;

all without the necessity of personally attending upon the other party or the other party's solicitors with the closing documents or money and without any requirement to have independent witness evidence the foregoing.

- 14. Should any date in this Agreement fall on a Saturday, Sunday or statutory holiday, the date shall be moved to the next day that is not a Saturday, Sunday or statutory holiday.
- 15. Time shall be of the essence of this Agreement.
- 16. The Lands shall be and remain at the risk of the Vendor until completion.
- 17. INTENTIONALLY DELETED.
- 18. Notices, approvals, waivers and other documents permitted, required or contemplated by this Agreement may be given to or delivered by the parties or their respective solicitor's on their behalf. Any such notices, approvals, waiver and other documents shall be deemed to have been received on the day and at the time of delivery if delivered by hand, email or fax on a business day to the last known address, email or fax number of the party to whom such is being given (current contact information being as set out on Schedule B), or on the next business day if not delivered on a business day. A business day is any day that is not a Saturday, Sunday or statutory holiday.
- 19. This Agreement is binding upon, and shall endure to the benefit of, the Vendor and the Purchaser and their respective successors and assigns. The Vendor and the Purchaser acknowledge and agree that any representations, covenants, agreements, rights and obligations under this agreement shall not merge on the completion of this transaction, but shall survive completion and remain in full force and effect and binding upon the parties subject to or entitled to the benefit of such representations, covenants, agreements, rights and obligations, save and except as may be otherwise expressly provided for in this agreement.
- 20. The execution of this Agreement may be communicated by way of facsimile, email or other electronic transmission, and receipt of such transmission by the addressees shall be deemed to be good, sufficient and fully effectual as if an original executed copy of this Agreement has been delivered. The parties hereto specifically consent and agree to the use of electronic signatures pursuant to the Electronic Commerce Act 2000, S.O. 200 c. 17 as amended from time to time with respect to this Agreement and any other documents respecting this transaction.

\_\_\_\_\_  
Purchaser Initials

\_\_\_\_\_  
Vendor Initials

21. This Agreement shall constitute the entire agreement between the parties, and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the lands or supported hereby other than as is expressed herein in writing, and no alteration or modification hereof shall be binding upon the parties unless in writing and signed by both parties.
22. This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto and shall be treated in all respects as an Ontario contract. Words importing the singular include the plural and vice versa. Words importing gender include all genders.

[signatures appear on the following page]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the date first written above.

**SENTIER RÉCRÉATIF PRESCOTT-RUSSELL  
RECREATIONAL TRAIL INC.**

Per:

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Name:

Title:

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Name:

Title:

We have authority to bind the Corporation.

**THE CORPORATION OF THE CITY OF CLARENCE-  
ROCKLAND**

Per:

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Name:

Title:

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Name:

Title:

We have authority to bind the Corporation.

**SCHEDULE "A"**  
**SKETCH OF PROPERTY**



\_\_\_\_\_  
Purchaser Initials

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Vendor Initials

**SCHEDULE "B"**

**NOTICE INFORMATION**

Vendor:

**Sentier Récréatif Prescott-Russell Recreational Trail Inc.**

Attention: Eric Collard and Michel Villeneuve

Phone : N/A

Email : Eric Collard <sentieriatrail@gmail.com>; Michel&Carrie Villeneuve  
<vergersvilleneuve@hotmail.com>

Purchaser's Solicitor:

SKS Law LLP

86 High Street

Vankleek Hill, Ottawa, ON, K0B 1R0

Attention: Steven Sheppard

Phone: 613-422-1900 ext. 200

Email: [steven.sheppard@skslaw.ca](mailto:steven.sheppard@skslaw.ca)

Purchaser :

**The Corporation of the City of Clarence-Rockland**

1560 rue Laurier Street, Rockland, ON, K4K 1P7

Attention Julian Lenhart, Director of Community Development

Phone: (613) 446-6022 #2270

Email: [jlenhart@clarence-rockland.com](mailto:jlenhart@clarence-rockland.com)

Vendor's Solicitor:

Vice & Hunter LLP

101 – 85 Plymouth Street, Ottawa, ON, K1S 3E2

Attention: Lynn Le Mesurier

Phone: (613)232-5772 #224

Email: [llemesurier@viceandhunter.ca](mailto:llemesurier@viceandhunter.ca)