

The Corporation of the Municipality of Brockton



By-Law 2023-059

Being a By-Law to Authorize the Signing of an Agreement With 1878795 Ontario Inc. for the Purpose of an Agreement of Purchase and Sale for property located in the East Ridge Business Park in Walkerton.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter into an Agreement of Purchase and Sale with 1878795 Ontario Inc. with respect to property located in the East Ridge Business Park in Walkerton;

And Whereas the Corporation of the Municipality of Brockton is the owner of the land located in the East Ridge Business Park;

And Whereas Resolution #01-29-524 authorized the sale of surplus municipal land located in the East Ridge Business Park;

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an Agreement of Purchase and Sale with 1878795 Ontario Inc. which is attached as "Schedule A" to this By-law for lands legally described as PT LOT 34 CONC 1 NDR BRANT PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____ and outlined in red on Schedule "B" of Schedule "A" attached hereto and forming part of this By-Law.
- 2.0 That the lands described above be purchased from 1878795 Ontario Inc. in the amount of \$170,026.00 and on the terms and conditions attached as Schedule "A" to this By-Law.
- 3.0 The execution by the Mayor and Clerk of the Agreement, between the Corporation of the Municipality of Brockton and 1878795 Ontario Inc. and all documentation to affect the transfer is hereby authorized, ratified, and confirmed.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "1878795 Ontario Inc. Agreement of Purchase and Sale By-Law".

Read, Enacted, Signed and Sealed this 23rd day of May, 2023.

Mayor – Chris Peabody

Director of Legislative and Legal Services (Clerk)
– Fiona Hamilton

Agreement of Purchase and Sale - Commercial

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this day of ...April....., 2023.

BUYER, 1878795 ONTARIO INC., agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the "Property"):

Legally Described as:

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

The Buyer agrees to purchase the Property shown as Part 9 and Part 10 on Reference Plan 3R-10640 attached hereto as **Schedule B** to this Agreement of Purchase and Sale.

PURCHASE PRICE:

One Hundred and Seventy Thousand, Twenty-Six (\$170,026.00) Dollars (CDN\$) representing \$100,000.00 per acre.

DEPOSIT: The Seller acknowledges receiving the sum of Eight Thousand (\$8,000.00) Canadian Dollars (CDN\$) by bank draft payable to **THE ROSS FIRM PROFESSIONAL CORPORATION, IN TRUST** (the "Deposit Holder") to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. 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 Trust Account and no interest shall be earned, received or paid on the deposit. The Buyer further acknowledges and agrees that if this transaction does not close due to an act or omission by the Buyer, the Deposit shall be forfeited to the Seller.

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

SCHEDULES A, B, C, D, and E attached hereto form part of this Agreement.

- 1. IRREVOCABILITY:** This Offer shall be irrevocable by the Seller until 5:00 p.m. on the ...1st day of ...May....., 2023, after which time, if not accepted, this Offer shall be null and void.
- 2. COMPLETION DATE:** This Agreement shall be completed by no later than 5:00 p.m. on the 30th day of **June, 2023**, or as otherwise agreed upon by the parties' lawyers, acting reasonably. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

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3. **NOTICES:** The parties hereto agree that either party may make and/or accept this offer or any counter-offer and communicate the same by facsimile and/or email transmission which transmission shall be binding upon the party as if the document transmitted by facsimile and/or email transmission was an original duly executed document.

For Delivery of Notices to the Seller:

Seller's Lawyer: Oleksandr (Alex) Bondarenko, The Ross Firm Professional Corporation
Firm Address: 11 Durham Street East, P.O. Box 880, Walkerton, Ontario N0G 2V0
Phone No.: 519-881-3230
Fax No.: 519-524-8438
Email Address: abondarenko@rossfirm.com

For Delivery of Notices to the Buyer:

Buyer's Lawyer: Thomas Arnold, Arnold Foster LLP, Barristers & Solicitors
Address: 232A Guelph St, Suite 201, Georgetown, Ontario L7G 4B1
Phone No.: 905-873-0204
Fax No.: 905-873-4962
Email Address: tarnold@arnold-foster.com

4. **HST:** This transaction is subject to **Harmonized Sales Tax Act (HST)**, and if applicable, such tax shall be payable '**In Addition To**' the Purchase Price of the Property. The Seller will not collect HST if the Buyer provides the Seller with a Warranty by way of a Statutory Declaration that the Buyer is registered under the *Excise Tax Act*, R.S.C., 1985, c. E-15 ("ETA"), together with a copy of the Buyer's ETA Registration; a Warranty by way of a Statutory Declaration that the Buyer shall self-assess after closing, remit any HST payable and file the prescribed form to the Receiver General of Canada; and a Warranty by way of a Statutory Declaration that the Buyer shall indemnify and save harmless the Seller in respect of any and all HST, interest, costs and penalties payable for the transaction. The forgoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, the Seller agrees to certify on or before closing that the transaction is not subject to HST.
5. **TITLE SEARCH:** The Buyer shall be allowed until **6:00 p.m.** on the **16th** day of **June, 2023** (Requisition Date) to examine the title to the property at the Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition 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 himself that there are no outstanding work orders or deficiency notices affecting the property, that its present use (**VACANT LAND**) may be lawfully continued. The Seller hereby consents to other governmental agencies releasing to the Buyer details of all outstanding work orders affecting the property, and the Seller agrees to execute and deliver such further authorizations in this regard as the Buyer may reasonably require.
6. **FUTURE USE:** The Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by the Buyer is or will be lawful except as may be specifically provided for in this Agreement.
7. **LOT GRADING COVENANT:** The Buyer covenants to abide by the Lot Grading Plan for this property as prepared by BM Ross and Associates Limited for Phase 2 of the East Ridge Business Expansion (the "Approved Lot Grading Plan"). The Buyer agrees that any building that is to be erected on the subject lands shall be in conformity with the proposed elevations as shown on the Approved Lot Grading Plan, a copy of which the Buyer acknowledges having had the opportunity to

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view at The Corporation of the Municipality of Brockton's office. This covenant contained herein shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Seller.

- 8. SITE PLAN CONTROL:** The Buyer acknowledges that they will be subject to the provisions of the Site Plan Control By-Law and that they shall enter into a Site Plan Control Agreement with the Corporation of the Municipality of Brockton, at the Buyer's sole expense, prior to The Corporation of the Municipality of Brockton issuing a Building Permit. This provision shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Seller.

9. SANITARY AND WATER SERVICES:

a. The Seller acknowledges that this is an unserved vacant lot located within the East Ridge Business Park and that municipal services are scheduled to be installed at some point in the future, which will result in a sanitary sewer lateral connection plus a water lateral connection at the property line. The Buyer covenants with the Seller, that once the municipal services are at the lot line, it will pay the service connection fees to the Seller. The Buyer's covenant contained in this paragraph shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Seller.

b. The Buyer acknowledges that the municipal services which will be installed by the Seller to the lot line shall be in accordance with the specifications of such services more particularly described in **Schedule E** attached hereto and shall be included in the Purchase Price. The Buyer covenants and agrees that the costs of all changes and/or upgrades to the municipal services requested by the Buyer and made by the Seller shall be the sole responsibility of the Buyer. For greater certainty, the Buyer acknowledges that the full cost of any changes and/or upgrades to the municipal services described in **Schedule E** shall be in addition to the Purchase Price. The Buyer's covenant contained in this paragraph shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Seller.

- 10. BUILDING COVENANT:** The Buyer covenants with the Seller that within two (2) years of the Closing Date of this transaction, the Buyer will substantially complete, within the meaning of the *Construction Act*, R.S.O. 1990, c. C.30 or any amendments thereto, development (construct a building or buildings) equivalent to or greater than ten (10%) of the total area of the Property, which shall be detailed in the Site Plan Control Agreement referred to in paragraph 8 herein with the Municipality of Brockton. The Buyer further covenants that they will obtain the necessary consents and/or Building Permits in order to construct said building(s) in accordance with this Agreement. This Building Covenant(s) shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Seller.

- 11. OPTION TO PURCHASE:** Should the Buyer fail to complete the development (construct a building or buildings) as per the terms of Paragraph 10 of this Agreement, or should the Buyer wish to convey, transfer or sell its interest in the Property within two (2) years from the date of Closing herein, the Seller may purchase, at its sole discretion, the Property back from the Buyer in accordance with the terms of the Option to Purchase Agreement attached hereto as **Schedule C**. The Buyer hereby agrees to execute the attached Option to Purchase Agreement on closing and authorizes the execution and/or registration of any documents pertaining to the Option to Purchase on title to the Property in accordance with the terms of the Option to Purchase Agreement.

- 12. COVENANTS ON TITLE:** The Buyer acknowledges the right of the Seller to register covenants on title to the Property as may be required to notify subsequent buyers of any continuing obligations of the Buyer, including the provision of covenants in the Deed/Transfer given to the Buyer on the closing of this transaction.

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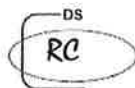
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13. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal 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 present use of the property. If within the specified times referred to in paragraph 6 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 is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy and which the 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 Broker and Co-operating Broker 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, the Buyer shall be conclusively deemed to have accepted Seller's title to the property.

14. 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 form of which is as recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in accordance with the Document Registration Agreement prepared by the Law Society of Upper Canada, which document version was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on October 1, 2003, and posted January 28, 2004 on The Law Society of Upper Canada website and which can be viewed on The Law Society of Upper Canada's website.

15. DOCUMENTS AND DISCHARGE: The 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 the Seller. If requested by the Buyer, the Seller will deliver any sketch or survey of the property within the Seller's control to the Buyer as soon as possible and prior to the Requisition 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 the Buyer on completion, is not available in registrable form on completion, the Buyer agrees to accept the 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 the Seller shall provide to the 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(S):

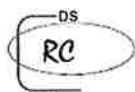


INITIALS OF SELLER(S):



- 16.INSPECTION:** The Buyer acknowledges having had the opportunity to inspect the property and agrees that except as may be specifically provided for in this Agreement, the buyer will not be obtaining a property inspection. The Buyer understands that upon acceptance of this Offer there shall be a binding Agreement of Purchase and Sale between the Buyer and Seller.
- 17.INSURANCE:** All buildings on the Property, if any, and all other things being purchased shall be and remain until completion at the risk of the Seller. Pending completion, the 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, the 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.
- 18.PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if the Seller complies with the subdivision control provisions of the *Planning Act* by completion.
- 19.DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of the Seller.
- 20.RESIDENCY:** The Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the *Income Tax Act*, R.S.C. 1985, c. 1 (5th Supp), which representation and warranty shall survive and not merge on the completion of this transaction and the Seller shall deliver to the Buyer a statutory Declaration that the Seller is not then a non-resident of Canada.
- 21.ADJUSTMENTS:** Any 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 Buyer.
- 22.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 the Seller and Buyer or their respective lawyers who may be specifically authorized in that regard.
- 23.TENDER:** Any tender of documents or money hereunder may be made upon the Seller or Buyer's respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft or a cheque certified by a Chartered Bank, Trust Company, Credit Union or Caisse Populaire.
- 24.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 the 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.
- 25.TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



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

27.ACKNOWLEDGMENT & AGREEMENT OF THE BUYER: (a) The Buyer acknowledges and agrees that they are acquiring the Property without any agreement, representation or warranty from the Seller, either expressed or implied, as to the condition of the Property, the subsoil, environmental matters, condition of any structure, if any, or any other matters respecting the Property and without any obligation on the part of the Seller (except as required by law) to inform or advise the Buyer regarding the fitness or suitability of the Property for any use intended by the Buyer. The Buyer accepts full responsibility for all conditions related to the Property and the Buyer shall comply with all orders relating to the conditions of the Property issued by any competent governmental authority, court or administrative tribunal, including any order issued against the Seller. The Buyer shall be responsible for and hereby indemnifies and saves harmless the Seller from any costs, including legal and witness costs, claims, demands, civil actions, prosecutions, or administrative hearings, fines, judgments, awards including awards of costs, that may arise as a result of the condition of the Property, any order issued in connection with the condition of the Property, or any loss, damage or injury caused either directly or indirectly as a result of the condition of the Property. The Buyer covenants and agrees that if they obtain any environmental reports, such reports and the information contained therein is strictly confidential and the Buyer represents and warrants that neither the Buyer nor its employees or agents will release the reports or any of the information contained therein to any other individual, or corporation, or to any other federal, provincial or municipal agency or institution or to any other governmental body, domestic or foreign, without the express written consent of the Seller, and the Buyer shall refuse all requests for such reports or information in the absence of the Seller's express written consent, unless compelled to do so by competent judicial or administrative authority. The provisions herein shall not merge and shall survive the closing of this transaction of the Property and shall be a continuing obligation of the Buyer. (b) The Buyer shall not assign this Agreement without the express written consent of the Seller; which consent may be arbitrarily withheld at the Seller's sole discretion. If the Seller consents to an assignment, the Buyer shall cause the Assignee and the Buyer to covenant in writing in favour of the Seller to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Buyer shall not be released from their liabilities and obligations hereunder in the event of an assignment.

28.INDEPENDENT LEGAL ADVICE: The Buyer hereby acknowledges and confirms that they are aware they have the right to obtain and consult an independent lawyer prior to signing this Agreement of Purchase and Sale with the Seller. By signing this Agreement, the Buyer hereby (a) expressly confirms they have exercised their right to independent legal review or expressly waives their right to seek independent legal advice; and (b) confirms they fully understand the nature and effect of this Agreement of Purchase and Sale and are executing the Agreement voluntarily and free of any fear, threat, compulsion or inducement by any other person.

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May 8, 2023 | 11:03 AM EDT

DATED at, Ontario this..... day of....., 2023.

If the Buyer is an Individual:

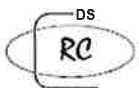
SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	DATE:
..... (Witness) (Buyer) print name: yyyy/mm/dd
..... (Witness) (Buyer) print name: yyyy/mm/dd

If the Buyer is a Corporation:

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	DATE:
..... (Witness)	(Buyer):...1878795 Ontario Inc. Name/Number of the Corporation DocuSigned by:  PER:..... Name: Ray Chesher Position: Owner PER: Name: Position: I/We have authority to bind the Corporation. yyyy/mm/dd May 8, 2023 11:03 AM EDT yyyy/mm/dd

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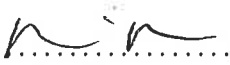
INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



DATED at . . . **Walkerton**, Ontario this day of . . . April, 2023

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	DATE:
<p>.....</p> <p>(Witness)</p>	<p>(Seller): THE CORPORATION OF THE MUNICIPALITY OF BROCKTON</p> <p>PER:</p> <p>Name: Chris Peabody</p> <p>Position: Mayor</p> <p>PER: </p> <p>Name: Fiona Hamilton</p> <p>Position: Clerk</p> <p>We have authority to bind the Corporation.</p>	<p>. 2023/04/ yyyy/mm/dd</p> <p>. 2023/04/ yyyy/mm/dd</p>

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Schedule A

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale dated the day of ...April....., 2023 between:

BUYER, 1878795 ONTARIO INC., agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the “Property”):

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

1. The Buyer agrees to pay the balance of the purchase price, subject to adjustments, by bank draft or certified cheque, to the Seller on the completion of this transaction.
2. Any notice relating hereto or provided for herein shall be in writing. This Offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided herein or, where a facsimile number is provided herein, when transmitted electronically to that facsimile number, or where an email address is provided, when transmitted via email transmission to that email address.
3. The Agreement may be executed by the parties by facsimile or PDF transmission and in one or more counterparts, all of which when so executed and delivered shall be deemed to be the original but all such counterparts shall together constitute one and the same instrument.
4. The parties hereto agree that either party may make and/or accept this offer or any counter-offer and communicate the same by facsimile transmission which transmission shall be binding upon the party as if the document transmitted by facsimile transmission was an original duly executed document.

Buyer's Conditions

See Schedule D

Seller's Conditions

5. The sale of the Property is subject to procedures pursuant to the Seller's Surplus Land Disposition By-Law and the provisions of the *Municipal Act, 2001*, S.O. 2001, c.25, and any amendments thereto. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than **thirty (30) days** from the date of the waiver of the Buyer's last condition in Schedule D, that the following 'Seller's Conditions' are fulfilled, this

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Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein:

a. Approval of Agreement of Purchase and Sale

This Offer is conditional upon the Seller receiving authorization and approval of this Agreement of Purchase and Sale by way of a By-Law properly enacted by the Council of The Corporation of the Municipality of Brockton.

b. This Offer is conditional upon the Seller satisfying all requirements as per The Corporation of the Municipality of Brockton's Procedural By-Law regarding the sale of land and the provisions of the *Municipal Act, 2001*.

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Handwritten signature/initials

Schedule B

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale dated the day of ...April....., 2023 between:

BUYER, 1878795 ONTARIO INC., agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the “Property”):

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

THE PARTIES HEREBY ACKNOWLEDGE THE ‘PROPERTY SKETCH’ ATTACHED HERETO AND MARKED ‘SCHEDULE B’ IS BINDING AND FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE.

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Schedule C

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale dated the day of ...April....., 2023 between:

BUYER, 1878795 ONTARIO INC., agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the “Property”):

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

THE PARTIES HEREBY ACKNOWLEDGE THE ‘OPTION TO PURCHASE AGREEMENT’ ATTACHED HERETO AND MARKED ‘SCHEDULE C’ IS BINDING AND FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE.

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SCHEDULE 'C'

OPTION TO PURCHASE

THIS AGREEMENT made the ...30th..... day ofJune....., 2023...(the “Effective Date”)

B E T W E E N :

THE CORPORATION OF THE MUNICIPALITY OF BROCKTON

(the “Optionee”)

- and -

1878795 ONTARIO INC.

(the “Optionor”)

WHEREAS The Corporation of the Municipality of Brockton entered into an Agreement of Purchase and Sale dated April, 2023 (hereinafter referred to as the “Sale Agreement”) to sell the lands legally described as PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R-10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196- (LT) (hereinafter referred to as the “Property”) to 1878795 ONTARIO INC. (hereinafter referred to as the “Corresponding Transaction”);

AND WHEREAS the Sale Agreement contains a Building Covenant at Paragraph 10 which provides that 1878795 ONTARIO INC. (*insert Optionor Name*) will substantially complete, within the meaning of the *Construction Act*, R.S.O. 1990, c. C.30 or any amendments thereto, development (a building and/or buildings) on the Property equivalent to or greater than ten (10%) of the total area of the Property, which shall be detailed on the Site Plan Control Agreement for the Property with The Corporation of the Municipality of Brockton. The Sale Agreement further provides at Paragraph 11 that if the development is not substantially constructed on the Property in accordance with Paragraph 10 or should the Buyer wish to convey, transfer or sell its interest in the Property within two (2) years from the date of Closing, The Corporation of the Municipality of Brockton has the sole and exclusive option to re-purchase the Property, upon the terms and conditions herein contained.

AND WHEREAS on the effective date of this Agreement, the Optionor will be the legal and beneficial owner of an estate in fee simple in the Property.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the sum of \$1.00 dollars now paid by The Corporation of the Municipality of Brockton to 1878795 ONTARIO INC. (*insert Optionor Name*) and the other mutual covenants and agreements herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto hereby covenant and agree as follows:

1. The Optionor hereby gives to the Optionee an irrevocable option within the time for acceptance herein limited, to purchase, free from encumbrances, the Property.

INITIALS OF BUYER(S):

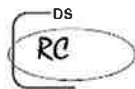
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INITIALS OF SELLER(S):

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2. The purchase price for the Property payable by the Optionee to the Optionor shall be the sum of 80% of the Purchase Price of the Corresponding Transaction [being 80% of \$.170,026.00.] in addition to HST, and minus the Optionee's legal costs for exercising its Option to Purchase and for the real estate transaction contemplated herein.
3. The Option herein granted shall be open for exercise by the Optionee for sixty (60) days (the "**Option Exercise Date**") following the earlier of:
 - (a) the Optionor providing written notice to the Optionee, delivered personally at the municipal office located at 100 Scott Street, Walkerton, Ontario, N0G 2V0, Attn: Clerk, that they are not proceeding with development in accordance with the terms of the Sale Agreement including but not limited to Paragraph 10 of the Sale Agreement; or
 - (b) the Vendor providing written notice to the Optionee, delivered personally at the municipal office located at 100 Scott Street, Walkerton, Ontario, N0G 2V0, Attn: Clerk, that they intend to sell the Property; or
 - (c) the 30th day of June, 2025; being two (2) years from the Closing Date of the Corresponding Transaction in accordance with Paragraph 10 of the Sale Agreement.
4. The Option shall be exercisable only by written notice delivered by the Optionee to the Optionor (the "**Exercise Notice**"), which Exercise Notice shall be delivered by registered mail, postage prepaid to the registered address of the Optionor at 13394 Highway 7, Georgetown, ON.
5. The date of receipt of any such notice given by mail shall be deemed to be the fourth business day after such mailing. Either party may at any time give notice in writing to the other of any change of address, and from and after the giving of such notice the address therein specified shall be deemed to be the address of such party for the giving of notices.
6. The closing of this transaction will take place thirty (30) days from the date the Exercise Notice is deemed received by the Optionor, or such earlier date as the parties may mutually agree upon in writing (the "**Closing Date**").
7. During the term of this Option to Purchase, the Optionor acknowledges and agrees that it shall not assign, convey, transfer and/or dispose of the Property without the prior written consent of the Corporation of the Municipality of Brockton, which may be granted or withheld in its sole discretion.
8. The parties hereto consent to this Option to Purchase being registered against title to the Property in the Bruce County Land Registry Office [LRO #3] until the expiration of the Option as specified in this Agreement.
9. The Optionee shall search title to the Property, and shall have ...15...days from the date of acceptance of this Option to examine it, and shall be deemed to have accepted the title except as to any written objections made within that time. If any objection be made within that time, the Optionor shall have ...15...days to remove it or to reach an agreement with the Optionee, failing which, the Optionee may cancel this Agreement, and the Optionor shall remain liable for any expenses incurred by the Optionee in the exercise of the Option.
10. The Optionor hereby represents and warrants in favour of the Optionee that, as of the date of this Agreement and as of the Closing Date:

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



- (a) The Optionor has full power, authority and capacity to enter into this Agreement and carry out the transactions contemplated herein;
- (b) This Agreement has been validly executed and delivered by the Optionor;
- (c) The Optionor is the sole registered owner and beneficial owner of the Property;
- (d) The Optionor is not a non-resident of Canada within the meaning of section 116 of the *Income Tax Act*;
- (e) There are no agreements, options or other rights pursuant to which the Optionor is, or may become obligated to sell the Property;
- (f) The Optionor is not in default under any of the permitted encumbrances nor is the Optionor aware of any defaults thereunder by other parties to the permitted encumbrances;
- (g) There are no outstanding arrears for taxes or any other expense, charge or fee in respect of the Property other than those that will be paid, or adjusted for, on or before the Closing Date;
- (h) On the Closing date, there will be no service contracts in respect of the Property to which the Optionor is a party or by which the Optionor is bound which shall continue to affect the Property or under which the Optionee shall be bound after the Closing Date;
- (i) There is no litigation or proceeding outstanding or, to the Optionor's knowledge, threatened with respect to the Property;
- (j) The Property does not, as a result of the Optionor's ownership, use or occupation of the Property contain any contaminant, pollutant, dangerous, noxious or toxic substance, hazardous waste, explosive or radioactive material or other substance or material ("**Hazardous Substance**") that may be detrimental to the environment, including the air, soil, subsoil or surface or ground water at the Property except in compliance with all applicable statutes, laws, bylaws, regulations relating to Hazardous Substances and the protection of the environment;
- (k) The Property is in compliance with all laws, including without limitation environmental laws, and the Optionor has not received any notice of any violation of, or any order or direction that has not been complied with, with respect to any environmental law;
- (l) Unless otherwise disclosed by registered title, Optionor has not entered into, nor is Optionor aware of, any unregistered agreements, contracts or covenants relating to development, servicing, severance or subdivision of the Property; and
- (m) No person has occupied any portion of the Property as his or her matrimonial home as provided for in the *Family Law Act* (Ontario).

These representations and warranties contained in paragraph 10 above shall not merge on closing of this transaction but shall continue in full force and effect for the benefit of the Optionee.

11. If, prior to the Closing Date, the Optionor or the Optionee become aware of any fact or condition which would render any representation or warranty of the Optionor to be untrue or inaccurate in any material fashion, the party obtaining the information will promptly advise the other in writing of the particulars of such potential untruth or inaccuracy and the Optionor will employ its commercially reasonable efforts to rectify any apparent untruth or inaccuracy in any representation and warranty.

INITIALS OF BUYER(S):

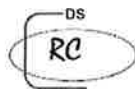
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INITIALS OF SELLER(S):

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12. All buildings and improvements on the Property and any other things being purchased hereunder shall be and remain until the Closing Date at the risk of the Optionor. Until the Closing Date, Optionor will maintain insurance in respect of the Property in such amounts as a careful and prudent owner of similar property and premises.
13. Without limiting the generality of the foregoing, the Optionor acknowledges that should the Optionee exercise its option in accordance with the terms contained herein, the Optionor shall be responsible for paying all of the Optionee's legal costs (fees and disbursements) associated with this Option and the closing of the real estate transaction, including but not limited to the drafting of the Agreement of Purchase and Sale. It is further agreed that all adjustments of interest, rents, taxes, rates, local improvements and insurance premiums shall be made to the date of the transfer of possession of the Property and the Optionor shall not be bound to produce any abstract of title, or any deeds, copies of deeds or any other evidences of title except such as are in their possession.
14. It is acknowledged that the signing of this agreement by the Optionee shall not bind the Optionee to purchase the Property, but the Optionee shall always be at liberty, at any time prior to the Closing Date, in its sole discretion, to terminate this Agreement upon delivery of written notice to the Optionor in which event:
- (a) The Option shall immediately be at an end;
 - (b) The Optionee shall have no further liability hereunder; and
 - (c) This Agreement shall terminate, unless otherwise specified herein.
- Upon such termination, either party may request that the parties enter into an acknowledgment that this Agreement has been terminated.
15. Following the expiration or earlier termination of this Agreement, the Optionee shall provide its consent to the Optionor in order to remove and discharge notice of this Agreement from title to the Property. Any cost and expense shall be paid by the Optionor.
16. Time in all respects shall be of the essence of the Agreement, provided the time for doing or completing any matter provided for herein may be extended or abridged by agreement in writing signed by the Optionor and Optionee or their respective solicitors who may be specifically authorized in that regard.
17. Notwithstanding anything herein to the contrary, all of the representations, warranties, promises or agreements made by the Optionor will survive the expiry or termination of the Option and shall also survive the Closing Date and shall not merge with the transfer of the Property to the Optionee.
18. The Parties hereto agree to execute such documents, take such action and co-operate in such a manner as may be required to implement this Agreement.
19. This Agreement will be governed by and construed in accordance with the laws of Ontario and the laws of Canada applicable therein.
20. This Agreement shall enure to the benefit of and be binding also on the heirs, executors, administrators and assigns of the parties hereto respectively.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



21. This Agreement may be executed in any number of counterparts and delivered by electronic means of communication, each of which when executed and delivered shall be deemed to be an original hereof and fully binding upon the signatory thereto, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

THE CORPORATION OF THE
MUNICIPALITY OF BROCKTON

Per: _____
Name:
Position:

Per: _____
Name:
Position:

We have the authority to bind the Corporation.

OPTIONOR:

1878795 ONTARIO INC.

DocuSigned by:
Ray Chesher
541CD722DA1B45B
Name: Ray Chesher
Position: owner

I have authority to bind the Corporation.

INITIALS OF BUYER(S):

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Schedule D

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale dated the day of ...April....., 2023 between:

BUYER, 1878795 ONTARIO INC......, agree to purchase from
(full legal names of all Buyers)

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the "Property"):

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

1. Buyer's Conditions

Unless the Buyer gives notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than 5 p.m. on the 12th day of May, 2023, that the following 'Buyer's Conditions' are fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are included for the benefit of the Buyer and may be waived at the Buyer's sole option by notice in writing to the Seller as aforesaid within the time period stated herein:

This Offer is conditional upon the Buyer satisfying themselves that the property is zoned in final and binding form under the relevant zoning bylaws and official plan to permit it to develop or use the property for the purpose of Self Storage/Industrial Condominiums(s). If the Buyer is not so satisfied at the Buyer's sole and absolute discretion, the Buyer may terminate this Agreement by notice in writing delivered to the Seller personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto prior to the expiry of such period and the deposit shall be returned to the Buyer in full without deduction.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

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Schedule E

Agreement of Purchase and Sale – Commercial

This Schedule is attached to and forms part of the Agreement of Purchase and Sale dated the day of ...April....., 2023 between:

BUYER, 1878795 ONTARIO INC., agrees to purchase from

SELLER, THE CORPORATION OF THE MUNICIPALITY OF BROCKTON, the following

REAL PROPERTY (the “Property”):

PT LT 34 CON 1 NDR BRANT, PTS 9 & 10 3R10640; S/T EASEMENT OVER PT 9 3R-10640; MUNICIPALITY OF BROCKTON being part of PIN 33196-_____
(PIN number to be provided as soon as available.)

The Buyer acknowledges that he is granting an easement to The Corporation of the Municipality of Brockton over the lands shown as Part 9 on Reference Plan 3R-10640

THE PARTIES HEREBY ACKNOWLEDGE THE ‘SCHEDULE OF SERVICING’ ATTACHED HERETO AND MARKED ‘SCHEDULE E’ IS BINDING AND FORMS PART OF THE AGREEMENT OF PURCHASE AND SALE.

INITIALS OF BUYER(S):

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INITIALS OF SELLER(S):

Handwritten signature/initials

**Form 124**

for use in the Province of Ontario

Notice of Fulfillment of Condition(s) Agreement of Purchase and Sale


BUYER: 1878795 Ontario Inc

SELLER: The Corporation of the Municipality of Brockton

REAL PROPERTY: Part 10, Plan 3R-10640
 Walkerton

In accordance with the terms and conditions of the Agreement of Purchase and Sale dated the 6 day of April

 20²³....., regarding the above property, I/We hereby confirm that I/We have fulfilled the condition(s) which read(s) as follows:

The sale of the Property is subject to procedures pursuant to the Seller's Surplus Land Disposition By-Law and the provisions of the Municipal Act, 2001, S.O. 2001, c.25, and any amendments thereto. Unless the Seller gives notice in writing delivered to the Buyer personally or in accordance with any other provisions for the delivery of notice in this Agreement of Purchase and Sale or any Schedule thereto not later than thirty (30) days from the date of the waiver of the Buyer's last condition in Schedule D, that the following 'Seller's Conditions' are fulfilled, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without deduction. These conditions are included for the benefit of the Seller and may be waived at the Seller's sole option by notice in writing to the Buyer as aforesaid within the time period stated herein:

All other terms and conditions in the aforementioned Agreement of Purchase and Sale to remain unchanged.

For the purposes of this Notice of Fulfillment of Condition, "Buyer" includes purchaser and "Seller" includes vendor.

 DATED at Georgetown Ontario, at this day of 20.....
 (a.m./p.m.)

SIGNED, SEALED AND DELIVERED in the presence of:

 I, Ray Chesher, do hereby certify that I have hereunto set my hand and seal:

(Witness)

(Buyer/Seller)

(Seal) (Date)

(Witness)

(Buyer/Seller)

(Seal) (Date)

 Receipt acknowledged at this day of 20..... by:
 (a.m./p.m.)

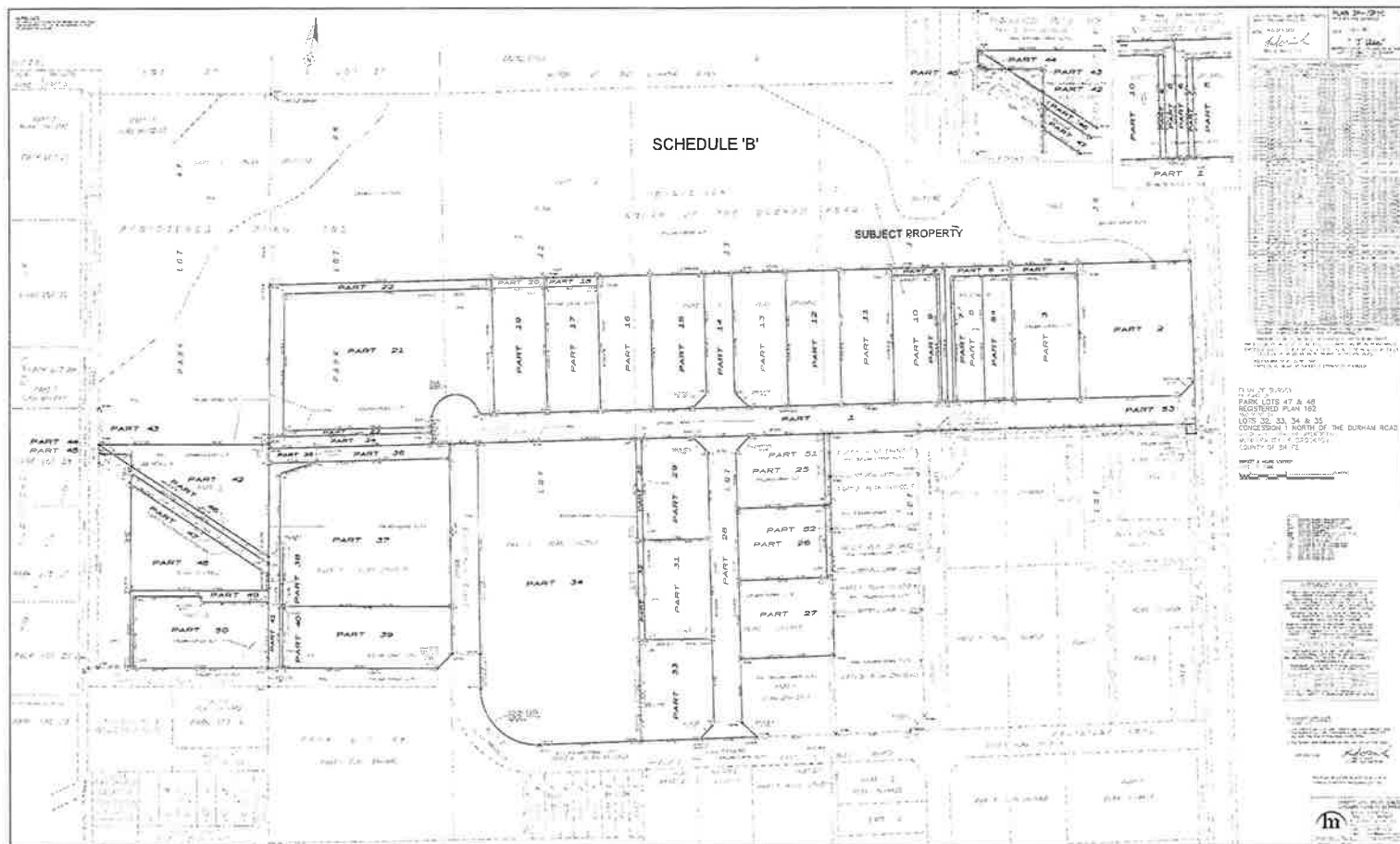
Print Name:

Signature:



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