

## Appendix 2A

### THE NATURE CONSERVANCY OF CANADA AGREEMENT OF PURCHASE AND SALE

The Nature Conservancy of Canada ("Purchaser") agrees to purchase and \_\_\_\_\_  
\_\_\_\_\_ ("Vendor") agrees to sell the following property ("real property") in \_\_\_\_\_  
\_\_\_\_\_ described as \_\_\_\_\_  
comprising \_\_\_\_\_ acres more or less on the following terms and conditions.

1. The purchase price shall be \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable as follows:
  - (a) a deposit of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) payable by cheque herewith to \_\_\_\_\_;
  - (b) a deposit of \$\_\_\_\_\_ (being 5% of the purchase price) payable to \_\_\_\_\_ on the delivery to the Purchaser of this agreement duly accepted by the Vendor;
  - (c) the balance of the purchase price payable on closing to the Vendor by certified cheque subject to adjustments for realty taxes, public utilities and variation in the acreage of the real property, if any, determined by a survey if required.

The said deposits shall be held in trust pending closing or other termination of this agreement. The second deposit shall be placed in an interest bearing account or term deposit and the interest thereon shall be payable to the Purchaser on closing or on other termination of this agreement unless otherwise set out below. The deposits shall be credited to the purchase price on closing.

2. This agreement is subject to a condition in the Purchaser's favour that the Purchaser has obtained project approval from its Executive Committee and funding satisfactory to it within \_\_\_\_\_ (\_\_\_\_\_) days from the date of acceptance by the Vendor of this agreement. Failing such project approval and funding or the waiver of this condition by the Purchaser, this agreement shall be null and void and the deposits and the interest thereon (if any) shall be paid to the Purchaser.

3. The closing shall take place thirty (30) days after the fulfilment or waiver of the condition in paragraph 2 above. Vacant possession shall be given to the Purchaser on closing. The real property shall include any buildings and improvements thereon and there shall be included in the sale all chattels now on the property (which the Vendor covenants the Vendor owns).

4. The Purchaser shall have until ten (10) days prior to closing to investigate the title of the real property at its expense and to be satisfied that there is no breach of municipal or other governmental requirements affecting the real property and if within such time the Purchaser furnishes the Vendor in writing with any valid objection to title or any breach of municipal or other governmental requirement 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, shall be null and void and the deposits with all interest thereon shall be paid to the Purchaser.

5. Provided the title to the real property is good and free from all encumbrances, easements, licenses, rights of way and agreements (excluding this agreement) save as in this agreement otherwise specifically set out.

6. The Vendor shall deliver to the Purchaser on the acceptance of this agreement any survey in the Vendor's possession and all title deeds and abstracts or copies thereof, all of which shall be returned to the Vendor if the sale does not close. The Purchaser shall have the right to enter onto the real property

for the purpose of obtaining an up-to-date survey thereof if required by the Purchaser and at the Purchaser's expense.

7. Until closing all buildings and improvements and chattels being conveyed hereunder shall remain at the Vendor's risk and the Vendor will hold all insurance policies on the real property and the proceeds thereof in trust for the parties hereto as their interests may appear. In the event of damage to the buildings, improvements and chattels before closing, the Purchaser may elect to take such proceeds and complete the purchase or cancel this agreement in which event the Purchaser shall be returned the deposits and all interest thereon.

8. The Vendor covenants and agrees that, during the term of this agreement or any extension thereof, the Vendor will do nothing which will or might damage or detract from the natural value or interest of the property. If at any time prior to closing, in the Purchaser's opinion, the natural value or interest of the property is destroyed or damaged by any cause whatsoever and to such an extent as to render the land of insufficient interest to the Purchaser, the Purchaser shall have the right to declare this agreement null and void and the deposits with all interest thereon (if any) shall be paid to the Purchaser.

9. The transfer/deed shall be prepared at the Vendor's expense in a form acceptable to the Purchaser and shall be engrossed as the Purchaser may in writing direct. It shall contain the statement of the Vendor and the Vendor's Solicitor under Section 50(22)(ii)(a) of the Planning Act, R.S.O. 1990 c.P.13.

10. The Vendor represents and warrants to the Purchaser (which warranty shall survive completion of the sale) that there is no waste, sewage, petroleum products, chemicals, tanks, drums or other foreign material or contaminants on or in the real property and the same has never been used as a waste disposal site. In addition, this agreement is subject to a condition in the Purchaser's favour that within thirty (30) days from the date of acceptance of this agreement the Purchaser's environmental assessment form has been completed to the Purchaser's satisfaction, failing such completion or waiver of this condition by the Purchaser this agreement shall be null and void and any deposits shall be paid to the Purchaser together with interest thereon (if any).

11. This agreement is effective only if the provisions of Section 50 of the Planning Act as amended are complied with. In the event that an Application For Consent to sever is required to be made to enable the Vendor to convey good title to the property, the Vendor shall appoint the Purchaser to act as agent and cooperate with the Purchaser fully in completing, submitting and supporting such Application which shall be made at the expense of the Purchaser.

12. The Vendor shall produce evidence on or before closing that the Vendor is not now and on closing will not be a non-resident of Canada under Section 116 of the Income Tax Act.

13. There is no representation, warranty, collateral agreement or condition affecting this agreement or the real property other than as herein set out. Any tender of documents or money may be made upon the parties or the Solicitor acting for the party on whom tender is desired and it is sufficient that a cheque certified by a chartered bank or trust company be tendered instead of cash. Time shall be of the essence hereof. This agreement shall be read with all changes of gender or number required by the context. Any schedule hereto shall be labeled Schedule "A" and shall form part of this agreement.

14. The Vendor warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 c.F.3, unless the Vendor's spouse has executed this agreement.

15. The Purchaser, upon satisfactory invoice within 30 days of closing, agrees to pay the Vendor's legal fees and disbursements up to a maximum of \$450.00 including G.S.T. having regard to actual time spent and disbursements incurred.

16. Acceptance of this Offer or any Counter-Offer may be made by either party by telefax or similar system reproducing the original with the necessary signatures and initials. Such acceptance shall be deemed to be made when the telefax is received by the party or his or her agent or Solicitor. The person sending such telefax shall immediately thereafter send or deliver the original to the receiver of the telefax for execution.

17. If this transaction is subject to Goods and Services Tax (G.S.T.) then such G.S.T. shall be in addition to and not included in the purchase price, and G.S.T. shall be collected and remitted in accordance with applicable legislation. If this transaction is not subject to G.S.T. , the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's Solicitor a certificate in the form prescribed by the applicable legislation (if so prescribed, or otherwise in a form reasonably satisfactory to the Purchaser or the Purchaser's Solicitor) certifying that the transaction is not subject to G.S.T.

18. This Offer is irrevocable by the Purchaser until 11:59 p.m. on the \_\_\_\_\_ day of \_\_\_\_\_ after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Purchaser without interest or deduction.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

THE NATURE CONSERVANCY OF CANADA

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

The Vendor hereby accepts this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

SIGNED, SEALED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Name, address and telephone number  
of Vendor's Solicitor:

Per: \_\_\_\_\_

Authorized Signator(s)

(Seal deemed  
to be affixed)