

AGREEMENT OF PURCHASE AND SALE

AGREEMENT BETWEEN:

(hereinafter referred to as the “**Purchaser**”)
OF THE FIRST PART

AND

THE CORPORATION OF THE COUNTY OF PRINCE EDWARD
(hereinafter referred to as the “**Municipality**”)
OF THE SECOND PART

WHEREAS the Municipality is the registered owner of the lands known municipally as **81 Consecon Main St, Consecon, ON, legally described as LT 167 PL 3 CONSECON HILLIER; PRINCE EDWARD, being part of PIN 55021-0102 (LT)** (hereinafter referred to as the “**Lands**”);

AND WHEREAS Council for the Municipality has declared the said lands surplus, accepted tenders for the purchase of the lands, and has authorized the sale of the lands to the Purchaser as the high tenderer at auction and the Purchaser hereby agrees to purchase those lands from the Municipality for the purchase price and on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. The Municipality hereby agrees to sell to the Purchaser the Lands for a purchase price of _____ **Dollars (\$_____)** (hereinafter referred to as the “**Purchase Price**”).
2. The Purchaser further agrees to pay, by way of certified cheque, bank draft, wire transfer, or cash, a deposit of Five Thousand Dollars (\$5,000.00) to the Municipality by 5:00pm on the date of the acceptance of this offer.
3. The Purchaser acknowledges that this transaction is subject to HST and that HST is in addition to the Purchase Price and shall be paid by the Purchaser. The Municipality will not collect HST on Closing if the Purchaser provides to the Municipality on or before Closing the Purchaser’s HST number and executes and delivers to the Municipality a warranty and indemnity form confirming that the Purchaser shall self-assess and remit the HST payable and file the prescribed forms, and shall indemnify the Municipality in respect of any HST payable.

4. The closing date of this transaction shall be **July 16, 2026** or prior thereto if mutually agreed to (hereinafter referred to as the “**Closing Date**”). Vacant possession of the Lands shall be given to the Purchaser on the Closing Date unless otherwise provided herein.
5. The Purchaser acknowledges, and the parties hereto agree, that the Land is sold to the Purchaser “as is”. The Municipality makes no representation regarding the title or to any other matters relating to the Land.
6. The Purchaser shall deliver to the Municipality on closing an executed Environmental Indemnity and Release in accordance with Schedule “A”.
7. The Purchaser shall not call for the production of any title deed or other evidence of title, except as may be in the possession of the Municipality.
8. The Purchaser acknowledges that they have had the opportunity to investigate the Land and title to the Land to its satisfaction and at its own expense.
9. Time shall be in all respects of the essence hereof provided that the time for doing or completing any matter herein may be extended or abridged by an agreement in writing signed by the Purchaser and the Municipality or by their respective solicitors who are hereby expressly appointed in this regard.
10. It is agreed that there is no representation, warranty, collateral agreement or conditions affecting the said Agreement or the Lands other than as expressed herein.
11. All covenants, provisions, terms, warranties, and representations contained in this Agreement on the part of both the Purchaser and the municipality shall not merge upon the completion of this transaction.
12. On the Closing Date the Municipality shall deliver to the Purchaser a good and valid Transfer of title to the Lands, which Transfer shall be prepared by the Municipality's Solicitor;
13. Any tender of documents or money may be made upon either party or their solicitors, and the money may be tendered by cheque of a chartered bank or trust company.
14. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail, prepaid courier, or by electronic facsimile machine address as follows:

To the Municipality at:

The Corporation of the County of Prince Edward
Shire Hall

332 Picton Main Street
Picton ON, K0K 2T0
Attn: Emily Cowan
Director of Community Services, Programs and Initiatives
Email: ecowan@pecounty.on.ca

To the Purchaser at:

or at such other address or addresses as the Purchaser and/or the Municipality may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or, if mailed, three (3) business days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

15. This Agreement, when executed by the Municipality's authorized signing officers, shall constitute a binding agreement and time shall, in all respects, be of the essence hereof.
16. This transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L.4, as amended from time to time and any successor thereof. The Purchaser and the Municipality agree to adopt the Law Society of Ontario – Ontario Bar Association Document Registration Agreement in use on the date of acceptance of this Agreement and to abide by, and instruct their solicitors to abide by, the closing in procedures set forth therein for electronic registration.

The undersigned accept the above Offer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DATED this ____ day of _____, 2026.

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) PER: _____
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) PER: _____
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) We have authority to bind the Corporation.

DATED this ____ day of _____, 2026.

) **THE CORPORATION OF THE COUNTY**
) **OF PRINCE EDWARD**
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) PER: _____
) Adam Goheen, CAO
)
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) PER: _____
) Catalina Blumenberg, Clerk
)
) We have authority to bind the Corporation.

SCHEDULE "A"

PURCHASER'S ENVIRONMENTAL INDEMNITY AND RELEASE

TO: THE CORPORATION OF THE COUNTY OF PRINCE EDWARD (the "Municipality")

RE: _____ (the "Purchaser") purchase from the Municipality of the property as defined and legally described in the Purchase Agreement (collectively the "Property") pursuant to an Agreement of Purchase and Sale between the Purchaser and the Municipality, accepted July 9, 2026, as may be amended from time to time (the "Purchase Agreement")

The Purchaser agrees to accept, assume and take title to the Property and any improvement thereon in an "As Is Where Is" condition.

The Purchaser acknowledges and agrees to be responsible for and hereby agrees to indemnify, defend and save harmless the Municipality and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of hazardous substances or contaminants in, on or under the lands, the buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority 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 including, without limitation, non-compliance with environmental law or the existence of any hazardous substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage or loss, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of hazardous substances, in, on or under the lands, the buildings or any environmental medium, structure or paved surface or emanating therefrom.

The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Municipality and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of hazardous substances or contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of hazardous substances or contaminants is

known or unknown by the Purchaser and regardless of whether such condition is set forth in any report, document or information discovered during the course of the Purchaser's due diligence or otherwise.

The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under environmental laws and claims for contribution.

This Indemnity and Release shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

DATED this 9th day of July, 2026.

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) We have authority to bind the Corporation.