Tabled by the Minister of Housing and Mental Health and Addictions
K Hawkins George March 3, 2005
(1)

AGREEMENT OF PURCHASE AND SALE

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Minister of Transportation and Infrastructure,

("Vendor")

AND: **CROSBIE GROUP LIMITED**, a body corporate pursuant to the Corporations Act for the Province of Newfoundland and Labrador;

("Purchaser")

WHEREAS the Vendor agrees to sell and the Purchaser agrees to purchase the Subject Land as described in 'Schedule A' and depicted on 'Schedule B', attached hereto;

WITNESSETH that for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged by the Parties, and in further consideration of conditions set out in this Agreement the Parties hereto and each of them covenant and agree as follows:

DEFINITIONS

"Agreement" means this entire Agreement of Purchase and Sale, including 'Schedule A' and 'Schedule B'.

"Agreement Date" means the date that this Agreement is signed, sealed, and delivered by the Vendor;

"Business Days" are Monday, Tuesday, Wednesday, Thursday, and Friday, exclusive of any statutory or civic holidays;

"Conveyance" means a transfer of all estate, right, title and interest in and to the Subject Land;

"Deed of Conveyance" means a deed instrument transferring all estate, right, title and interest in and to the Subject Land;

"Parties" means the Vendor and Purchaser.

"Closing Date" means the date by which the Parties shall attempt to finalize a Conveyance of the Subject Land;

"Purchaser" means the Purchaser named herein and its heirs, administrators, executors, and assigns;

"Subject Land" means the land described in 'Schedule A' and delineated on 'Schedule B' including all structures and erections owned by the Vendor contained on, over, or under the said lands, subject to any easements, rights of way or statutory reservations located on, over or under the said lands.

TERMS AND CONDITIONS

1. The Purchaser shall sign, seal, and deliver this Agreement prior to the Vendor;
2. This Agreement shall not be deemed valid and binding until signed, sealed, and delivered by the Vendor and the Purchaser;

3. The Closing Date shall be set at ninety (90) Business Days from the Agreement Date. If a Conveyance of the Subject Land is not finalized on or before the Closing Date, this Agreement shall be deemed terminated without express written notice and shall be null and void and of no force or effect whatsoever and no fault or liability shall rest against the Vendor or the Purchaser whatsoever;

4. Any Conveyance of the Subject Land from the Vendor to the Purchaser shall be on an "as-is where-is" basis with the exception of any representations, warranties and guarantees to be provided by the Vendor as explicitly stated and provided herein;

5. The Purchase Price of the Subject Property shall be One Hundred and Seventy-Six Thousand ($176,000) Dollars plus Harmonized Sales Tax (HST) which in total shall be paid by Purchaser to the Vendor (via certified cheque or money order made payable to the Newfoundland Exchequer Account) concurrent with the delivery of a Deed of Conveyance by the Vendor to the Purchaser. A law firm representing the Purchaser may hold the certified cheque or money order in trust pending delivery of a Deed of Conveyance by the Vendor;

6. The Purchaser has provided a boundary survey which is acceptable to the Vendor to facilitate this Agreement and a Conveyance of the Subject Land.

7. The Vendor hereby advises the Purchaser that there are no approvals, clearances, or permits provided to the Purchaser or the Subject Land as part of this Agreement or any subsequent Conveyance of the Subject Land. The Purchaser shall be fully liable and responsible to obtain all necessary approvals, clearances, and permits from relevant authorities respecting any access, development, use, possession, and occupation of the Subject Land.

8. The Vendor does not provide, warrant, or guarantee that the Subject Land can be accessed, developed, used, possessed, or occupied, or that any clearances, approvals, or permits would be issued by relevant authorities respecting access, development, use, possession, or occupation of the Subject Land;

9. The Vendor shall not now or at any point in the future permit access to or from the Trans-Canada Highway or associated ramps.

10. The Vendor does not provide or guarantee any ingress, egress, or access to the Subject Land as part of this Agreement or any subsequent Conveyance of the Subject Land.

11. The Vendor has made or given no representations or warranties whatsoever to the Purchaser and do not now make or give any representations or warranties whatsoever to the Purchaser regarding the condition, fitness, or status of the Subject Land for any access, development, use, possession, or occupation;

12. The Purchaser shall not be permitted to directly or indirectly cause or direct drainage toward the Trans-Canada Highway without express written permission of the Vendor;

13. No use or occupation shall be permitted within the right of way of the Trans-Canada Highway and associated ramps or on any other lands owned by the Government of Newfoundland and Labrador without express written permission of the Vendor.

14. The Purchaser shall be liable and responsible to construct any berms or barriers which may be necessary to facilitate development of the Subject Land or to provide or obtain reasonable, secure, and peaceful enjoyment of the Subject Land. Any such berms or barriers required are to be constructed entirely at the expense of the Purchaser within the Subject Land and the Vendor shall not be liable or responsible for any costs in this regard.

15. The Subject Land shall remain at risk of the Vendor until a Conveyance of the Subject Land is finalized. The Vendor shall not be obligated to remedy any damages or defects in or to the Subject Land which may occur before a Conveyance of the Subject Land is finalized. If the Vendor chooses not to remedy any such damages or defects and the Purchaser is unwilling to accept a Conveyance of the Subject Land from the Vendor with such damages and defects, then the Purchaser shall deliver such notice to the Vendor in writing at the Vendor's email address for delivery provided in condition 19, and in such case this Agreement shall be deemed automatically terminated and shall be null and void and of no force or effect whatsoever and no fault or liability shall rest against the Vendor or the Purchaser;

16. The Purchaser shall be fully responsible and liable to conduct its own investigations of the Subject Land in this matter. The Vendor has made or given no representations, warranties or guarantees whatsoever to the Purchaser and do not now make or give any representations, warranties, or guarantees whatsoever to the Purchaser regarding the items noted under this condition. If necessary, the Purchaser and its contractors shall have the full right and liberty for the duration of this Agreement to enter upon the Subject Land at any time from 8:00 am to 5:00 pm on Business Days to conduct any investigations necessary to satisfy itself with respect to the following prior to any Conveyance of the Subject Land being finalized:

    i. The amount of taxes, rates or assessments which may be applicable against the Subject Land after a Conveyance of the Subject Land is finalized;

    ii. Reasonable, secure, and peaceful enjoyment of the Subject Land;

    iii. The environmental condition of the Subject Land;

    iv. The condition of any structures and erections contained on, over or under the Subject Land;

    v. The condition, fitness, and suitability of the Subject Land for any existing or intended development, use, possession, or occupation;

    vi. Any approvals, clearances, or permits which may be required respecting any existing, intended, or future development, use, possession, or occupation of the Subject Land;

    vii. Ingress, egress, and access to the Subject Land;

    viii. The boundaries of the Subject Land;

    ix. The Vendor's title to the Subject Land;

    x. Any rights of way, easements, reservations, encumbrances, or encroachments which may exist on, over or under the Subject Land;

    xi. All laws, regulations, by-laws, orders, and land use zoning, which may be applicable to the Subject Land.

17. Pursuant to condition 16, the Purchaser shall be fully responsible and liable to ensure that the Purchaser and its contractors are properly and sufficiently qualified, certified, and insured in the Province of Newfoundland and Labrador to carry out any necessary investigations and the Vendor shall not have or hold any liability in this regard.

18. With respect to any on-site investigations made by the Purchaser or its contractors pursuant to condition 16, the following general principals shall apply:

    i. Prior to any investigations commencing, the Purchaser and its contractors shall obtain all necessary approvals, clearances, and permits to carry out such investigations as such approvals, clearances, and permits are not provided as part of this Agreement;

    ii. During any investigations, the Purchaser and its contractors shall immediately terminate their investigations if provided with a stop work order from a relevant authority.

iii. During any investigations, the Purchaser and its contractors shall immediately terminate their investigations if any environmental contamination, hazardous or dangerous materials or issues, or historical artifacts or objects, are found or identified, and shall immediately notify the Vendor of the same;

iv. During any investigations, the Purchaser and its contractors shall ensure that the Subject Land is properly secured in accordance with all applicable laws, by-laws, regulations, standards, and guidelines;

v. During any investigations, the Purchaser and its contractors shall make every reasonable effort to prevent, minimize, and mitigate noise, nuisances, dangers, and hazards to the public and adjacent property owners in accordance with all applicable laws, by-laws, regulations, standards, and guidelines. The Purchaser shall assume all liability and responsibility in this regard;

vi. Upon conclusion of any investigations, the Purchaser and its contractors shall ensure that the Subject Land is restored as close as reasonably possible to the condition existing prior to any investigations and that all hazards and dangers caused by or resulting from any investigations are properly removed and eliminated in accordance with all applicable laws, by-laws, regulations, standards, and guidelines, and the Purchaser shall have and hold all liability and responsibility in this regard.

19. If the Purchaser is satisfied to proceed with a Conveyance of the Subject Land, the Purchaser shall notify the Vendor in writing by email at the Vendor's email address for delivery provided below that it wishes to proceed with a Conveyance of the Subject Land.

Michael Carroll
Director of Planning and Accommodations
Department of Transportation and Infrastructure
Government of Newfoundland and Labrador
michaelcarroll@gov.nl.ca

20. Upon delivery of the Purchaser's notice to proceed in accordance with condition 19, the Vendor shall proceed to deliver the following items to the Purchaser:

i. A Deed of Conveyance;

ii. An affidavit of status providing the following warranties and guarantees:

- The Vendor is at least 19 years of age;
- The Subject Land is not matrimonial property as defined in the **Family Law Act** at the date of transfer nor is there any domestic contract as defined by the **Family Law Act** that encumbers, involves, impacts, or affects the Subject Land.
- The Vendor is a resident of Canada within the meaning of the **Income Tax Act** and has no present intention of changing this status.

21. Any Deed of Conveyance which may arise from this Agreement shall:

i. Be subject to this Agreement;

ii. State the Purchase Price and any HST amount in the body of the deed;

iii. Be subject to all laws, regulations, by-laws, orders, land use zoning, and statutory reservations, which are now in force or may be in force at any future time;

iv. Be subject to all formal and implied easements and rights of way located on, over or under the Subject Land which may or may not be identified on 'Schedule A' and 'Schedule B', attached hereto;

v. Be inclusive of all structures, erections, fixtures, and chattels contained on, over or under the Subject Land;

22. This Agreement may be executed in any number of counterparts and in portable document format (pdf), each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document and shall have the same binding effect as the original executed Agreement.

23. The laws of His Majesty the King in Right of Canada and His Majesty the King in Right of Newfoundland and Labrador shall prevail over and shall govern this Agreement.

24. This Agreement does not provide the Parties with a right to speak, represent or act on behalf of one another;

25. Words importing the singular may include the plural, and words denoting the masculine may include all other genders, if the context so requires.

26. Any failure of the Vendor or the Purchaser to insist upon strict performance of or compliance with any of the covenants, terms, or conditions contained in this Agreement shall not terminate, void, or nullify this Agreement or any part thereof;

27. Any failure of the Vendor or the Purchaser to insist upon strict performance of or compliance with any laws or regulations shall not terminate, void, or nullify this Agreement or any part thereof;

28. Any headings to the terms and conditions hereto have been inserted for convenience of reference only and are not to be used in the interpretation of this Agreement.

29. The order of any terms and conditions of this Agreement shall not signify any particular order of importance in contemplation or enforcement of this Agreement or in the event of a dispute respecting this Agreement;

30. If any definitions, covenants, terms, or conditions of this Agreement are held by a Court to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining definitions, covenants, terms, and conditions of this Agreement shall not be affected or impaired in any way;

31. The Vendor and the Purchaser shall be fully responsible for all of their own costs in this matter, including any and all costs associated with any current or future use of the dispute resolution options outlined in this Agreement. The Parties shall not be compelled, obligated, liable or responsible to reimburse or refund each other for any expenses occurred in this matter whether or not this Agreement is finalized or any subsequent Conveyance of the Subject Land is completed.

32. The representations, guarantees, warranties, covenants, definitions, terms, and conditions contained herein shall not merge upon Conveyance. The doctrine of merger shall not apply upon the sealing, issuing or delivery of the Conveyance.

33. This Agreement shall be binding upon the Parties hereto and their respective administrations, assigns, heirs, administrators, and executors.

34. The Purchaser hereby agrees to indemnify and save harmless the Vendor of and from any and all manner of claims, liability, actions, suits, causes of action, proceedings, damages, demands, losses, costs, charges, expenses, injurious affection, detrimental effect, disturbances, inconveniences, or otherwise and of any type or kind whatsoever occasioned to or suffered by or imposed directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of any development, use, possession or occupancy of the Subject Land or in respect of the status, fitness, or condition of any structures or erections contained on, over or under the Subject Land.

35. The Parties may mutually agree in writing to amend this Agreement;

36. In the event of a disagreement or dispute between the Parties arising from this Agreement either before or after closing, the Parties shall resolve any disagreements or disputes in the order as follows:

i. Through good faith negotiations;

ii. Through mediation;

iii. Through proceedings in Court;

SIGNED, SEALED AND DELIVERED by the Purchaser on this 16th day of December 2024 _____, in the presence of:

Tracey Pass

WITNESS

PURCHASER

SIGNED, SEALED, AND DELIVERED by the Deputy Minister of Transportation and Infrastructure on behalf of the Vendor on this 23 day of Dec 2024 in the presence of:

Shane Rideout

WITNESS

DEPUTY MINISTER

SHANE RIDEOUT
A Commissioner for Oaths in and for
the Province of newfoundland and Labrador

'Schedule A'

REVISED SURVEY DESCRIPTION FOR
THE CROSBIE GROUP
OUTER RING ROAD, ST. JOHN'S, NL

All that piece or parcel of land situated and being on the northern side of Outer Ring Road, in the City of St. John's, in the electoral district of Windsor Lake, in the Province of Newfoundland & Labrador and being abutted as follows, that is to say:

BEGINNING at a point, said point having NAD83 coordinates of North 5275246.737 meters and East 327613.289 meters with reference to Crown Land Monument No. 029046 having coordinates of North 5275158.411 meters and East 328140.862 meters and Crown Land Monument No. 029044 having coordinates of North 5274663.242 meters and East 328228.073 meters of the Modified Three Degree Transverse Mercator Projection for Newfoundland having a central meridian of 53 degrees west longitude;

THENCE running along land belonging to Newfoundland Power Co. Limited, registered in Volume 1476 Frame 340 in the Registry of Deeds, in Newfoundland & Labrador, South sixty-four degrees eighteen minutes thirty-seven seconds East, one hundred seventy-two decimal nine one zero meters;

THENCE running South sixty-one degrees fifty-eight minutes zero seven seconds East, one hundred forty-one decimal eight three zero meters;

THENCE running South fifty-nine degrees twenty-one minutes nineteen seconds East, three hundred seventeen decimal six five four meters;

THENCE running along Outer Ring Road, South seventy-five degrees twenty-five minutes forty-one seconds West, sixty-one decimal eight eight eight meters;

THENCE running South seventy-seven degrees forty-four minutes forty-three seconds West, thirty-one decimal two seven six meters;

THENCE running South eighty degrees forty-nine minutes twenty-five seconds West, thirteen decimal seven three zero meters;

THENCE running North seventy-five degrees fifty-three minutes fifteen seconds West, one hundred forty-three decimal seven one one meters;

THENCE running counter-clockwise along the arc of a curve having a radius of one thousand seven hundred forty-seven decimal zero two eight meters, an arc length of five hundred five decimal nine four seven meters and having a chord bearing and length of North eighty-four degrees thirty minutes thirty-eight seconds West, five hundred four decimal one eight one meters;

THENCE running South eighty-seven degrees fourteen minutes fifty-one seconds West, two hundred sixty-six decimal seven six one meters;

Richard V. L. Hoop
NEWFOUNDLAND LAND SURVEYOR
PROVINCE OF NEWFOUNDLAND

'Schedule A' continued

THENCE running along land surveyed for the Govt. of NFLD - Dept. of Public Works & Services, by William Doyle, N.L.S., September 1985, North sixty degrees forty-three minutes zero zero seconds East, zero decimal four one five meters;

THENCE running North sixty-two degrees fifty-six minutes thirty-three seconds East, twenty-eight decimal three eight zero meters;

THENCE running along land belonging to Newfoundland Light & Power Co. Limited, registered in Volume 2093 Frame 289 in the Registry of Deeds, in Newfoundland & Labrador, North sixty-one degrees fifty-four minutes nineteen seconds East, four hundred fifty-one decimal eight four zero meters;

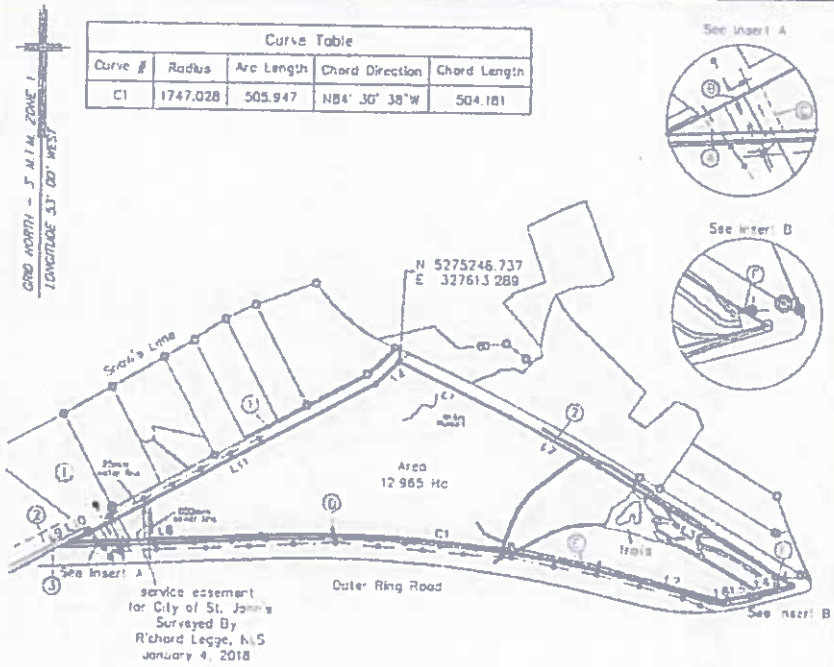
THENCE running North forty-six degrees twenty-five minutes twenty-seven seconds East, forty-five decimal seven nine zero meters, more or less, to the point of beginning.

The above-described parcel of land has an area of 12.965 hectares, more or less, and is shown more fully delineated on the adjoining plan having Job Number 2024-10581-Rev dated August 30, 2024. All bearings are referred to grid north in the above-mentioned projection. All distances are horizontal grid distances. Subject to utility easements and a service easement, as shown on the adjoining plan. It should be noted, that several trails run through the property, as well as water runoff, as shown on the adjoining plan

Richard V. Legge
NEWFOUNDLAND
LAND
SURVEYOR
PROVINCE OF NEWFOUNDLAND

'Schedule B'

Curve Table				
Curve #	Radius	Arc Length	Chord Direction	Chord Length
C1	1747.028	505.947	N84° 30' 38"W	504.181



(A) (C) (D) (E) (F) easements for NL Power Surveyed By C. Butler NLS March 6, 2024

(B) easement for NL Power V3602-F531

(1) Newfoundland Light & Power Co. Limited Volume 2093 Frame 289

(2) Newfoundland Power Co. Limited Volume 1476 Frame 340

and surveyed for Govt. of NFLD (3) Dept. of Public Works & Services by William Doyle, NLS September 1985

Line Table		
Line #	Direction	Length
L1	S84° 18' 37"E	172.910
L2	S81° 58' 07"E	141.830
L3	S59° 21' 19"E	317.854
L4	S75° 25' 41"W	61.888
L5	S77° 44' 43"W	31.278
L6	S80° 49' 25"W	13.730
L7	N75° 53' 15"W	143.711
L8	S87° 14' 51"W	266.791
L9	N60° 43' 00"E	0.415
L10	N82° 56' 33"E	28.380
L11	N81° 54' 19"E	45.840
L12	N46° 25' 27"E	45.790

NOTE :
- Fenceline
- Iron Pin To Be Placed
- Found Iron Pin
- Utility Wires
- Utility Pole
- Fire Hydrant
- Manhole
- Catch Basin
- Guy Wire
- Utility Easement
- I.F.P. – Iron Fence Post
- W.F.P. – Wooden Fence Post

- All Distances are Horizontal Grid Distances and are in Metres
- Coordinates based on NAD83.
- Reference Monuments : 029046 N 5275158.411 E 328140.862 029044 N 5274863.242 E 328228.073
- Scale factor used is. 0.999894

This plan and the accompanying description of Richard V. Legge, N.L.S., form an integral part of the whole and are not separable.

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LEGGE SURVEYS LIMITED
1288 TOPSAIL ROAD, UNIT C, PARADISE, NL, A1L 1N7
Tel. 709-782-5920 Fax: 709-782-5921

REVISED SURVEY FOR THE CROSBIE GROUP
OUTER RING ROAD, ST. JOHN'S, NL

SCALE :	1 : 6000	JOB No. :	2024-10581-Rev
DATE :	August 30, 2024	SURVEY :	R.L. \ D.H.