

THIS PURCHASE AND SALE AGREEMENT DATED THE \_\_\_\_ day of \_\_\_\_\_, 2019.

BETWEEN:

STRATHCONA COUNTY  
(the "County")

AND

THE BOARD OF TRUSTEES OF  
ELK ISLAND PUBLIC SCHOOLS REGIONAL DIVISION NO. 14  
(the "Board")

WHEREAS:

- A. the County is the registered owner of the Lands;
- B. the Ministik Leased Lands are beneficially owned by the Board as set out in section 7.1 of the Lease and Transfer Agreement;
- C. the Board owns the Facility;
- D. in the event the Minister of Education makes the Declaration and does not direct that the Board dispose of the Facility pursuant to section 200(3) of the *School Act*, RSA 2000, c S-3, the Lease and Transfer Agreement provides that the Board grants an option to purchase the Optioned Property to the County;
- E. the Minister of Education made the Declaration on June 26, 2018, and the Board notified the County of the Declaration on June 28, 2018;
- F. the Board granted the County multiple extensions of the time period within which the County could exercise the above described option to purchase the Optioned Property;
- G. the County exercised the above described option to purchase the Optioned Property, and the Board proceeded to notify the Minister of Education to obtain ministerial approval in accordance with the Lease and Transfer Agreement;
- H. the Board received ministerial approval on January 29, 2019 and provided a copy of the ministerial approval to the County in accordance with the Lease and Transfer Agreement;
- I. the Lease and Transfer Agreement provides that upon the exercise of the option to purchase the Optioned Property the County shall purchase the Optioned Property from the Board on an as is, where is condition and for the price determined pursuant to Schedule C of the Lease and Transfer Agreement; and
- J. the Board and the County have determined and agreed upon the price for the Optioned Property, and desire to effect the purchase by the County of the

Optioned Property from the Board.

NOW THEREFORE in consideration of the terms and conditions set out in this Agreement, the sufficiency of which is acknowledged by each party to the other, the Board and the County agree as follows:

1. In this Agreement the following terms have the following meanings:

- a. "Agreement" means this purchase and sale agreement;
- b. "Closing Date" means the 28<sup>th</sup> day of June, 2019, or such other date as the Board and the County may jointly agree;
- c. "Declaration" means a declaration by the Minister of Education that the Facility on the Ministik Leased Lands is surplus;
- d. "Equipment" means all electrical, plumbing, heating, air-conditioning, and ventilating equipment and systems required in order to operate the Facility;
- e. "Facility" means all improvements constructed upon the Ministik Leased Lands, together with all Equipment, Parking Areas and Landscaping constructed or located on the Ministik Leased Lands;
- f. "Lands" means those lands legally described as:  
  
PLAN 1220579  
BLOCK 2  
LOT 1MR  
EXCEPTING THEREOUT ALL MINES AND MINERALS
- g. "Landscaping" means all landscaping that is required or desirable in connection with the construction, maintenance or use of the Facility;
- h. "Lease and Transfer Agreement" means the lease and transfer agreement made effective March 28, 2017 between the Board and the County;
- i. "Ministik Leased Lands" means that portion of the Lands leased by the Board from the County pursuant to the Lease and Transfer Agreement;
- j. "Optioned Property" means the Facility and the Board's interest in the Ministik Leased Lands;
- k. "Parking Areas" means that portion of the Ministik Leased Lands designated by the Board for the parking of vehicles; and
- l. "Purchase Price" means the sum of one dollar (\$1.00).

2. The County shall purchase the Optioned Property from the Board and the Board shall sell the Optioned Property to the County for the Purchase Price and upon the terms and conditions contained in this Agreement.
3. The Purchase Price has been determined and agreed upon by the Board and the County in accordance with the Lease and Transfer Agreement as the fair market value of the Optioned Property.
4. The County shall pay to the Board the Purchase Price on the Closing Date.
5. The Board shall deliver to the County an executed agreement in a form satisfactory to the County amending the Lease and Transfer Agreement to accommodate the purchase and sale transaction contemplated in this Agreement.
6. Subject to the payment of the Purchase Price, possession of the Optioned Property shall be made available to the County on the Closing Date.
7. All normal adjustments for the Optioned Property including but not limited to rents and utilities that are applicable with respect to the Optioned Property shall be adjusted as of 12:01 a.m. on the Closing Date.
8. On the Closing Date, title to the Optioned Property shall be free and clear of all encumbrances.
9. The Board shall provide, and the County shall accept, the Optioned Property in an as is, where is condition.
10. Upon the closing of the purchase and sale transaction contemplated in this Agreement, the County does hereby release the Board, its agents, employees, or assignees from any and all manners of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever, at law or in equity which the County had, or now has, or which it shall or may have against the Board by reason of any matter, cause or thing relating to compensation claims or damages by the County arising from or relating to any interest in or relating to the Optioned Property.
11. Upon the closing of the purchase and sale transaction contemplated in this Agreement, the Board does hereby release the County, its councillors, agents, employees, or assignees from any and all manners of action and actions, cause and causes of action, suits, debts, dues, sums of money, claims and demands whatsoever, at law or in equity which the Board had, or now has, or which it shall or may have against the County by reason of any matter, cause or thing relating to compensation claims or damages by the Board arising from or relating to any interest in or relating to the Optioned Property.
12. Upon the closing of the purchase and sale transaction contemplated in this Agreement, the County hereby agrees to indemnify and save harmless (but not

defend) the Board, its agents, employees, or assignees from and against any future liabilities relating to the environmental condition of the Optioned Property.

13. The Board represents and warrants to the County, as representations and warranties that are true as at the date of execution of this Agreement and as at the Closing Date, that:

- a. the Board has full and absolute right and power to obtain and to transfer to the County good and marketable title to the Optioned Property, free and clear of any lien, claim, charge, encumbrances or interests; and
- b. no person, other than the Board, has or has had a right to lease or sub-lease any portion of the Optioned Property and the Optioned Property is not subject to any leases, subleases, options or licensing agreements.

14. Except as expressly set out in this Agreement, there are no representations or warranties by either party with respect to the transaction contemplated in this Agreement.

15. The Optioned Property is held at the sole risk of the party who is the owner of the Optioned Property at the time of any event or loss until the transfer of the Optioned Property is effected on the Closing Date.

16. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall not merge upon, but shall survive the closing of the transaction set out in this Agreement.

17. Any notices to be given by either party hereto to the other pursuant to this Agreement shall be in writing and delivered to the address of the party for whom it is intended as set out below:

a. to the Board at:

Elk Island Public Schools  
683 Wye Road  
Sherwood Park, AB T8B 1N2  
Attention: Superintendent

b. to the County at:

Strathcona County  
2001 Sherwood Drive  
Sherwood Park, AB T8A 3W7  
Attention: Chief Commissioner

18. Each party is responsible for its own costs respecting the preparation and performance of this Agreement.

19. This Agreement shall be governed by the laws in force in the Province of Alberta and any dispute is to be determined by the Courts in Alberta.

20. This Agreement and the Lease and Transfer Agreement constitute the only agreements between the parties related to the purchase and sale of the Optioned Property.

21. Time is of the essence.

22. This Agreement is binding upon the parties and shall enure to the benefit of and be binding upon the permitted successors and assigns of the parties.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year first above written.

THE BOARD OF TRUSTEES OF  
ELK ISLAND PUBLIC SCHOOLS  
REGIONAL DIVISION NO. 14

STRATHCONA COUNTY

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

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

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

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