

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (the “**Agreement**”) is made effective as of [●], 202[●] (the “**Effective Date**”)

**BETWEEN:**

**RARE CHARITABLE RESEARCH RESERVE**

(“**Rare**”)

**AND:**

**THE CORPORATION OF THE TOWNSHIP OF WILMOT**

(the “**Township**”)

**WHEREAS:**

- A. Rare is a Canadian registered charity which has been designated as a charitable organization and has a charitable registration number of 877615914 RR 0001;
- B. Rare has many charitable purposes set forth in its Letters Patent dated December 6, 2001 and as amended on February 26, 2016. Rare’s most relevant purposes for this Agreement is the following: to conserve, protect, enhance, and restore the natural environment by: (i) conserving, protecting, enhancing and restoring lands, flora, fauna, rivers and wetlands; (ii) conducting, facilitating and disseminating research and education about the natural environment; and (iii) promoting public understanding about the natural environment and its importance in enhancing the public’s quality of life;
- C. Rare was gifted of approximately 95 hectares of undeveloped land located municipally at 567 Wilmot Line, 585 Wilmot Line, and 1236 Carmel-Koch Road in St. Agatha (the “**Reserve**”), on the condition that: (i) the lands could only be used as a publicly accessible nature reserve, and (ii) Rare would not construct a parking lot on the land composing the Reserve (the “**Gift**”);
- D. The Gift was made pursuant to the Government of Canada’s Ecological Gifts Program which strictly prohibits any construction or development on the Reserve, which would include constructing a parking lot on the land composing the Reserve;
- E. Beneficiaries of the Reserve have historically parked their cars on the shoulders of Carmel-Koch Road, and the Township has identified this practice as a safety hazard;
- F. The Township has proposed the construction of a parking area within the road allowance of Carmel-Koch Road, in accordance with Schedule “A” hereto (the “**Project**”), in order to foster safe access to that road’s entrance to the Reserve;
- G. Rare wishes to make a conditional donation to the Township for use on the Project pursuant to the terms and conditions set out herein;

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H. Rare's conditional donation to the Township, as outlined in this Agreement, will consist of Rare's charitable assets and therefore must be used in furtherance of Rare's charitable purposes;

I. Following completion, the Project shall be owned by the Township and will be constructed on lands owned by the Township; and

J. Sections 9 and 11 of the *Municipal Act, 2001* authorize the Township to exercise the powers of a natural person and to provide any service or thing that the Township considers necessary or desirable for the public within the applicable spheres of jurisdiction.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contribution.** Rare will transfer a contribution of \$70,000.00 (the "**Contribution**") to the Treasurer of the Township, payable to "The Corporation of the Township of Wilmot", on or before August 31, 2025.
2. **Condition Subsequent to Contribution.** The Township covenants that it shall:
  - (a) complete the Project on or before November 30, 2025; and
  - (b) only apply the Contribution toward works and services connected with and reasonably necessary for the construction of the Project; and
  - (c) during at least the ten-year period following completion of the Project,
    - (i) neither cause nor permit any material interference with the lawful public use of the Project's parking area;
    - (ii) arrange for sufficient maintenance and snow-removal activity to make the parking area usable year-round; and
    - (iii) not meter or otherwise charge for public parking in the Project's parking area.
3. **Reporting.** The Township covenants that it will:
  - (a) provide Rare with monthly updates regarding the status of the construction of the Project, including, but not limited to the status of the works in progress, a summary of any works completed, any anticipated timelines related to the Project, and any other significant developments or delays related to the Project;
  - (b) promptly, upon completion of the Project and/or upon Rare's request, provide Rare with:
    - (i) detailed invoices for any construction work or services performed for the construction of the Project, and proof of payment; and
    - (ii) any other documentation requested by Rare related to the completion of the Project and any related certifications, if applicable.

Rare covenants that it will:

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- (c) provide the Township with monthly updates regarding the progress of its fundraising efforts, including the total amounts received to date. In the event that \$60,000 of the required funding is secured and the detailed design is finalized, the Township may, at its discretion, proceed with the Request for Tender (RFT) process in June or July 2025. The Township shall not be obligated to advance the RFT without sufficient funding certainty, in order to mitigate the risk of inefficiency and resource misallocation.

#### 4. **Return of Funds.**

- (a) In the event that the Township fails to satisfy the covenants set forth herein, the Township shall arrange for and (without limiting that obligation) Rare shall be entitled to require, on Notice delivered to the Township within one year following the relevant deadline, the following:
  - (i) return of the Contribution, in the case of a failure to satisfy Sections 2(a), 2(c), or 3; and
  - (ii) return of that portion of the Contribution not applied toward the Project, in the case of a failure to satisfy 2(b).
- (b) In the event, the aggregate total of the construction costs for the Project is less than the Contribution, the Township shall arrange for the return of the remaining portion of the Contribution not applied toward the construction of the Project within 60 days of the Project's completion.

- 5. **Compliance with Laws.** The Parties shall, at all times, comply with all applicable federal, provincial, and municipal statutes, regulations, by-laws, and orders (collectively, "**Applicable Law**"). For greater certainty, nothing in this Agreement diminishes the Township's responsibilities to act in the public interest and to maintain parking spaces constructed on Township lands through the Project, including (without limitation) snow clearing.

- 6. **Termination.** This Agreement may be terminated on 30 days' notice by either party, provided that sections 2 and 3 above will survive termination, so that return of the Contribution in whole or in part (a) will occur if and only if there is a breach of a Condition Subsequent, and (b) will be governed by those sections 2 and 3.

- 7. **Failure to Receive Contribution.** For clarity, the Township will not proceed with the construction of the parking area specified in the Project if the Contribution is not received in full by the Township by the stated deadline, on or before August 31, 2025.

#### 8. **Miscellaneous.**

- (a) **Recitals.** The recitals are true and form part of this Agreement, including (without limitation) the definition of terms therein.
- (b) **Rights of Third Parties.** Except as expressly set out in this Agreement, nothing contained in this Agreement is intended to or will confer upon any person not a party hereto any rights or remedies, and no person other than the Parties will be required to approve or consent to any amendment or modification of the provisions of this Agreement or any waiver of such provisions.
- (c) **Entire Agreement, and Amendments.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements

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and understandings. No amendment or modification of this Agreement will be binding or effective unless expressed in writing and signed by the Parties.

- (d) **Successors and Assigns.** This Agreement will enure to the benefit of, and be binding on, the Parties and their respective successors and permitted assigns. No party hereto will assign this Agreement without the prior written consent of the other party.
- (e) **No Agency.** No legal partnership or agency is established by this Agreement. Neither Party is authorized or empowered to act as an agent, employee, or representative of the other, nor transact business or incur obligations in the name of the other Party or for the account of the other Party. Neither Party shall be bound by any acts, representations, or conduct of the other.
- (f) **Confidentiality.** Each Party and its directors, officers, employees, agents and advisors shall keep confidential and not disclose any materials or information, disclosed to it by the other Party, which materials or information, if disclosed in writing or other tangible form, is clearly labelled as “confidential”, or, if disclosed orally, is identified as confidential when disclosed and confirmed thereafter in writing (collectively, “**Confidential Information**”) except to the extent (i) disclosure is required by Applicable Law, (ii) the Confidential Information was previously known to the receiving party, or (iii) the information or materials become publicly known (except through breach of this Agreement). In the event a Party is required by Applicable Law to disclose any Confidential Information, such Party shall promptly notify the other Party in writing, which notification shall include the nature of the legal requirement and the extent of the required disclosure, and shall cooperate with the other Party to preserve the confidentiality of such information consistent with applicable law.
- (g) **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and applicable the laws of Canada.
- (h) **Notice.** Any notice or communication required or permitted to be given under this Agreement will be in writing and will be considered to have been given if delivered by hand or courier, transmitted by email, to the address or email address of Rare or the Township, as applicable, as set out below, or to such other address or email address as Rare or the Township may designate in accordance with this subsection:

in the case of the Township, to:

Address: 60 Snyder's Road West  
Baden, ON  
N3A 1A1  
Attention: Jeff Molenhuis  
Email: jeff.molenhuis@wilmot.ca

in the case of Rare, to:

Address: 1679 Blair Rd  
Cambridge, ON  
N3H 4R8  
Attention: Stephanie Sobek-Swant  
Email: stephanie.sobek-swant@raresites.org

Any notice or communication will be considered to have been delivered and received: (i) if delivered by hand or courier during business hours on any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario (a "**Business Day**"), upon receipt, and if not delivered during business hours, upon the commencement of business on the next Business Day; and (ii) if delivered by email during business hours on a Business Day, upon the sender receiving postmaster confirmation of the transmission of the email or a confirmation receipt from the recipient of the email, and if not transmitted during business hours (8:30 a.m. - 4:30 p.m.), upon the commencement of business on the next Business Day.

9. **Amendment.** This Agreement may be amended or supplemented by an agreement in writing signed, sealed and delivered by the Parties.
10. **Severability.** Should any part or provision of this Agreement be held unenforceable or in conflict with Applicable Law, the invalid or unenforceable part or provision shall, provided that it does not go against the essence of this Agreement, be replaced with a revision which accomplishes, to the extent possible, the original purpose of such part or provision in a valid and enforceable manner, and the balance of this Agreement shall remain in full force and effect and binding upon the Parties.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronic (including via DocuSign or similar means), or email form and the Parties adopt any signatures received by a receiving email transmission as original signatures of the Parties.

IN WITNESS WHEREOF Rare and the Township have signed, sealed and delivered this Agreement by their duly authorized signatories as of the date first above written.

<b>RARE CHARITABLE RESEARCH RESERVE</b>	) ) ) ) ) )	
Stephanie Sobek-Swant	)	
Authorized Signatory	)	
	)	
Joy Roberts	)	
Authorized Signatory	)	

THE CORPORATION OF THE TOWNSHIP OF WILMOT	)	
	)	
	)	
	)	
	)	
	)	
Mayor	)	
	)	
	)	
	)	
Clerk	)	

DRAFT

## Schedule A Project Components

The Project shall include the following, all carried out in accordance with Applicable Law and the Township's policies:

- a. the construction of 20 asphalt roadside parking spots, as depicted and with the specifications noted in Figure 1 below, including the completion of grading work and addition of granular fill, asphalt surface, and line painting;
- b. in addition to the above, the installation of such traffic control measures and additional and/or improved signage as Council in its discretion may deem suitable; and;
- c. the installation of flexible, reflective traffic delineator posts at each end of the parking area.

Figure 1:

