County Council
Agenda

July 10, 2025

10:00 a.m.

Council Chambers - Grey County Administration Building

Pages

1. Call to Order
2. O Canada
3. Roll Call
4. Land Acknowledgement
5. Declaration of Interest
6. Adoption of Minutes

   6.a County Council and Committee of the Whole minutes dated June 26, 2025 — 3

   That the minutes of the County Council meeting and Committee of the Whole meeting dated June 26, 2025, and the resolutions contained therein, be adopted as presented.

   6.b Closed Committee of the Whole meeting minutes dated June 26, 2025

   That the closed session Committee of the Whole meeting minutes dated June 26, 2025 regarding a training session on the Code of Conduct be adopted as provided to County Council.

7. Closed Meeting Matters
8. Reports

   8.a Board of Health minutes dated May 23, 2025 — 12

   That the Board of Health minutes dated May 23, 2025, be received for information.

9. By-laws — 17

   That By-laws 5240-25, 5241-25 and 5242-25 be introduced and be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book.

   i. 5240-25 - A By-law to authorize a donation agreement between the Corporation of the County of Grey and the Township of Southgate to

convey lands part of the CP Rail Trail to the Township of Southgate

ii. 5241-25 - A By-law to authorize the disposition of certain lands in the Municipality of West Grey to support a municipal well

iii. 5242-25 - A By-law to confirm all actions and proceedings of the Council

10. News and Celebrations

Grey Ag Services 25th Anniversary

11. Adjournment

Minutes
Council

June 26, 2025

Call to Order

Grey County Council met at the call of the Warden on the above date at 10:01 a.m. at the County Administration Building. The Warden called Council to order and assumed the Chair.

O Canada

The Warden invited members of Council to stand for O Canada.

Roll Call

The Clerk called the Roll with all members present with the exception of Councillor McQueen. Councillors Bordignon and Hutchinson participated electronically.

Randy Scherzer, Chief Administrative Officer; Tara Warder, Clerk; and Brittany Rier, Deputy Clerk were also in attendance.

The following staff members were also participating:

Niall Lobley, Deputy Chief Administrative Officer; Anne Marie Shaw, Director of Community Services; Jody MacEachern, Director of Information Technology; Mary Lou Spicer, Director of Finance/Treasurer; Pat Hoy, Director of Transportation Services; Josh Gibson, Manager of Housing Programs; Caitlin Currie, Homelessness Response Supervisor; Scott Taylor, Director of Planning; Robert Hatten, Communications Manager; and Olivia Yale, Digital Communications Specialist.

Deputy Treasurer, Sue Murray, and Business Enterprise Coordinator, Linnea Catalan, participated electronically.

Land Acknowledgement

The Warden read the land acknowledgement.

Declaration of Interest

There were no declarations of interest.

Adoption of Minutes

County Council and Committee of the Whole minutes dated June 12, 2025

CC46-25
Moved by: Councillor Greig
Seconded by: Councillor Keaveney

That the minutes of the County Council meeting and Committee of the Whole meeting dated June 12, 2025, and the resolutions contained therein, be adopted as presented.

Carried

Closed Meeting Matters

There were no closed meeting materials.

Reports

There were no reports.

By-laws

CC47-25
Moved by: Councillor Nielsen
Seconded by: Councillor Paterson

That By-law 5238-25 and 5239-25 be introduced and be taken as read a first, second and third time, finally passed, signed by the Warden and the Clerk, sealed with the seal of the Corporation and engrossed in the by-law book.

i. **5238-25 A By-Law to Adopt Amendment No. 26 to the County of Grey Official Plan affecting lands described as Lot 18, Concession 13, geographic Township of Proton, now in the Township of Southgate.**

ii. **5239-25 A By-law to confirm all actions and proceedings of the Council**

Carried

News and Celebrations

Councillor McQueen joined the meeting at 10:07 a.m.

Anne Marie Shaw, Director of Community Services, and Josh Gibson, Manager of Housing Programs, recognized one year of operation for the short-term emergency housing motel program. Staff thanked Council for their support with the program and the Grey County team for their hard work and dedication over the last year. He shared some details on the success of the program including supporting 480 unique individuals across 375 households, noting that approximately 50 of these individuals were children under the age of 16.

Business Enterprise Coordinator, Linnea Catalan, shared the recent success at the annual Hawk's Nest Competition noting that five of the seven finalists that competed were from Grey County. Summer company student and young entrepreneur, Wyatt Garren, received both the People's Choice Award and a $10,000.00 investment for his business Defy the Odds Basketball.

Councillor Carleton shared that on Canada Day, the Township of Georgian Bluffs has 8:00 a.m. yoga at the Big Bay dock. Then at 9:00 a.m., there will be a raising of the Canadian flag ceremony followed by a breakfast.

She further shared that Cobble Beach will have live music starting at 4:00 p.m. followed by a bagpipe rendition of O Canada and fireworks at 9:00 p.m.

Councillor Kentner noted that Meaford was featured in the Rrampt Magazine summer edition.

Councillor Keaveney shared that Stomp the Bruce is being held this Friday June 27th starting at 4:00 p.m. through the weekend featuring local musical talents at the Major-General Richard Rohmer Meaford International Airport.

She further shared that on June 30th at the Annan Ballpark, there will be Canada Day celebrations including a BBQ, music and games. On July 1st celebrations will continue with a pancake breakfast at 8:00 a.m. at the Military Family Resource Center and Rotary with a formal celebration to follow at 11:00 a.m. A flag raising and O Canada with a BBQ and activities will follow the ceremony.

Councillor Nielsen shared that on Saturday June 28th, Eugenia will be hosting their annual Gold Rush event that is open to all families.

Councillor Bordignon shared that on July 1st at 8:30 a.m., the Legion will be hosting a pancake breakfast followed by family activities. Following that, the Town will have a parade that leaves at 11:00 a.m. from Clarksburg to Thornbury, and events with live music will follow at the Parkette.

Councillor Dobreen noted that Southgate will be hosting the annual Show Your Colours Pride Walk on Saturday at 4:00 p.m.

She further shared that on Tuesday in Dundalk from 12:00 p.m. to 4:00 p.m., the JunCtian Community Initiatives Canada Day Connects will be hosting the Fun, Food and Frolic at the Memorial Park Frank MacIntyre building. She further shared that in Holstein, the town will be hosting a car show from 10:00 a.m. to 1:00 p.m. followed by a BBQ and flying paws dog show starting at 6:00 p.m. and fireworks.

Councillor Eccles shared that the West Grey Durham Lions are hosting the Durham Loves Canada Day event on Tuesday July 1st from 2:00 p.m. to 4:00 p.m. with a live band and other activities, with fireworks at dusk.

He further shared that the firefighters from Grey Highlands will be hosting family activities starting at 5:00 p.m. with fireworks to follow in Priceville.

Adjournment

On motion by Councillors Nielsen and Councillor McKay, Council adjourned at 10:21 a.m. to the call of the Warden.

Andrea Matrosovs, Warden

Tara Warder, Clerk

Minutes

Committee of the Whole

June 26, 2025

Call to Order

Grey County Council met on the above date at the County Administration Building. Warden Matrosovs assumed the Chair and called the meeting to order at 10:21 a.m. with all members present. Councillors Bordignon and Hutchinson participated electronically.

Declaration of Interest

There were no declarations of interest.

Business Arising from Minutes

There was no business arising from the minutes.

Determination of Items Requiring Separate Discussion

There were no items on the consent agenda pulled for further discussion.

Consent Agenda

CW71-25
Moved by: Councillor Dickert
Seconded by: Councillor Milne

That the following Consent Agenda items be received; and

That staff be authorized to take the actions necessary to give effect to the recommendations in the staff reports; and

That the correspondence be supported or received for information as recommended in the consent agenda.

Carried

Call to Revoke Conditional Support for TC Energy's Pumped Storage Proposal

That the correspondence received from Save Georgian Bay regarding revoking support for TC Energy's Pumped Storage Proposal be received for information.

TR-CW-19-25 Award of RFT-TS-07-25 Fuel Tender

That report TR-CW-19-25 containing the tender results for RFT-TS-07-25 regarding the Supply and Delivery of Various Fuel Products be received; and

That Midwest Co-operative Services Inc. be awarded the tender for a total estimated annual amount of $786,707.70, including all fuel taxes, delivery and HST.

PDR-CW-39-25 Georgiou Subdivision Redline Revision 42T-2016-08

That all written submissions received on the proposed redline revision to plan of subdivision 42T-2016-08 were considered which helped to make an informed recommendation and decision; and

That PDR-CW-39-25 be received, and that in consideration of revisions to draft plan of subdivision 42T-2016-08, and the matters to have regard for under Subsection 51(24) of the Planning Act, the County of Grey Committee of the Whole hereby approves the revised plan of subdivision on lands described as Part of Lot 18, Plan 55 (geographic Township of Bentinck) now in the Town of Hanover, subject to the revised conditions of draft plan approval in Appendix 1 to this report.

TR-CW-17-25 School Spring Litter Pick Up Program

That Report TR-CW-17-25 regarding a summary of the 2025 School Litter Pick-Up Program be received for information.

Powering Ontario’s Economic Engine, WOWC Launches 2025–2027 Strategic Priorities at Queen’s Park

That the correspondence from Western Ontario Warden's Caucus regarding the 2025-2027 Strategic Priorities at Queen's Park be received for information.

PDR-CW-41-25 Khanani Subdivision Recommendation Report 42T-2023-04

That Report PDR-CW-41-25 be received; and

That all written and oral submissions received on plan of subdivision 42T-2023-04, known as Khanani subdivision, were considered and helped to make an informed recommendation; and

That in consideration of the draft plan of subdivision application 42T-2023-04, on lands legally described as Park Lot 4,5,9,10,11 and 12; and Lots 61 to 68; and Lot 105 to 112; Part of Park Street, George Street, Hunter Street, Jackson Street, and John Street, Registered Plan 508, in the Geographic Town of Durham, now in the Municipality of West Grey, the Grey County Committee of the Whole approves this plan of subdivision to create a minimum of one hundred and thirty-four (134) residential units, in addition to a stormwater management channel, public roads, a public park, and naturalized wetlands, subject to the conditions set out in Appendix 1 to this report.

Town of Bracebridge Council Motion - Road Salt Usage

That the correspondence received from The Corporation of the Town of Bracebridge regarding Road Salt Usage be received for information.

The Corporation of the County of Prince Edward Resolution - Advocacy to the Federal Government for 'Disability without Poverty'

That the correspondence received from The Corporation of the County of Prince Edward regarding support of advocacy to the Federal Government for 'disability without poverty' be supported by Grey County Council.

Items For Direction and Discussion

Community Services Committee minutes dated June 5, 2025

CW72-25
Moved by: Councillor Dobreen
Seconded by: Councillor Pringle

That the County of Grey Community Services Committee meeting minutes dated June 5, 2025 be adopted as presented and the following resolution contained therein be endorsed:

i. **That report CSR-CS-10-25 regarding the Rockview fire restoration update be received for information.**

ii. **That report CSR-CS-11-25 regarding Homelessness Prevention Program 2024-25 Year in Review be received for information.**

iii. **That report CSR-CW-09-25 regarding an update on the Rowe's Lane redevelopment be received for information.**

Carried

Agricultural Advisory Committee minutes dated June 4, 2025

CW73-25
Moved by: Councillor McQueen
Seconded by: Councillor Eccles

That the County of Grey Agricultural Advisory Committee meeting minutes dated June 4, 2025 be adopted as presented.

Carried

Other Business

There was no other business.

Notice of Motion

There were no notices of motion.

Closed Meeting Matters

A recorded vote was requested on the motion to proceed in camera.

In Favour:

S. Carleton 6; D. Nielsen 5; S. Paterson 4; R. Kentner 6; S. Keaveney 5; B. Milne 4; A. Matrosovs 7; P. Bordignon 7;

Opposed:

S. Mackey 4; T. McKay 3; G. Pringle 5; P. McQueen 6; W. Dickert 3; I. Boddy 8; S. Greig 8; B. Dobreen 3; K. Eccles 6; T. Hutchinson 6

The motion was Carried 50 to 46.

CW74-25
Moved by: Councillor Carleton
Seconded by: Councillor Paterson

That the Committee of the Whole does now go into closed session pursuant to Section 239 (3.1) for the purpose of educating or training the members on Code of Conduct matters.

Carried

Council entered into a closed session at 10:59 a.m. and resumed open session at 2:33 p.m.

Following the June 26, 2025 Committee of the Whole meeting, an error was found in the calculation and declared result of the recorded vote. The corrected result was as follows:

The motion to proceed in camera for training purposes was Lost 52 to 44.

Councillors Boddy, Bordignon, Greig and Nielsen left at various times part way through the closed session.

Councillor Bordignon re-joined the meeting at 2:33 p.m.

The Warden noted that Committee of the Whole proceeded into closed session for the purposes of training or educating the members on the Code of Conduct and did not discuss or materially advance the business of the municipality.

Adjournment

On motion of Councillors Paterson and Dobreen, Committee of the Whole adjourned at 2:33 p.m. to the call of the Chair.

Andrea Matrosovs, Warden

Tara Warder, Clerk

Board of Health Minutes

Date:	Friday, May 23, 2025	
Location:	Electronic via Microsoft Teams & GBPH Boardroom (101 17th Street East, Owen Sound ON N4K 0A5)	
Time:	10:00 AM – 1:06 PM	
Members Present:	Mr. Chad Richards	Ms. Shirley Keaveney
	Mr. Don Murray	Mr. Jay Kirkland
	Mr. Kenneth Craig	Ms. Andrea Matrosovs
	Ms. Helen-Claire Tingling	Ms. Beverly Wilkins
Regrets:	Ms. Sue Carleton	Mr. Nick Saunders
	Mr. Kevin Eccles	
Also Present:	Dr. Ian Arra, Kim Rutherford, Denis Langlois, Chimere Okoronkwo, Andrew Barton	
Special Guests:	Lami Sadare	
Recording Secretary:	Ms. Kellisa Webb	

1.0 Call to Order

Vice-Chair Richards called the meeting to order at 10:00 AM.

2.0 Roll Call

The roll call was called by the recording secretary. Quorum was declared.

3.0 Amendments to Agenda

Agenda item 8.6 Emergency Management was moved to 10.1 and 1 item was added to In-Camera under the adoption of personal matters about an identifiable individual.

4.0 Approval of Agenda

Moved by: Beverly Wilkins Seconded by: Don Murray

"THAT, the agenda for Friday, May 23, 2025, be approved as amended.

Carried.

5.0 Disclosure of Pecuniary Interest

No disclosures of pecuniary interest were declared at this time.

6.0 Adoption of Minutes

6.1 Friday, April 25, 2025

Moved by: Shirley Keaveney Seconded by: Jay Kirkland

"THAT, the minutes from Friday, April 25, 2025 be approved as presented."

Carried.

7.0 Correspondence and Media Releases

7.1 Media Releases

7.1.1 Grey Bruce Public Health reporting new measles exposure location

7.1.2 GBPH notifying public of measles exposure locations in Grey-Bruce

7.1.3 GBPH advising community of measles exposure location in Grey-Bruce

7.1.4 GBPH notifying community of additional measles exposure location in Grey-Bruce

7.1.5 Babies children under 5 can now receive measles vaccines earlier in Grey-Bruce

7.1.6 Public Assistance Request – Dog Bite – Grey Highlands

The Communications Co-ordinator provided a summary of the Media Releases.

Moved by: Andrea Matrosovs Seconded by: Beverly Wilkins

"THAT, the media releases be received by the Board of Health for information."

Carried.

8.0 Medical Officer of Health Update

8.1 Opioid Situation Grey Bruce (STANDING ITEM) – Proposed Resolution for the 2025 alPHa Annual General Meeting

The Medical Officer of Health provided the background and an overview of a proposed resolution for the 2025 alPHa Annual General Meeting. The Board provided direction to the Medical Officer of Health to proceed with completing the drafting of the resolution and submitting it to alpha.

8.2 Strengthening Public Health (STANDING ITEM)

The Board approved the recommendation to remove this standing item.

8.3 Client Satisfaction Survey

The Medical Officer of Health provided an overview of the results of the 2024 Client Satisfaction Surveys.

8.4 Safe Food and Water

The Senior Manager of Environmental Health provided an overview of the Safe Food and Water programs.

8.5 Vector Borne Diseases & Rabies

The Senior Manager of Environmental Health provided an overview of the Vector Borne Diseases and Rabies programs. He answered questions and provided clarity to Board members on the two programs.

8.6 Tobacco Enforcement Program

The Senior Manager of Health Promotion provided an overview of the Tobacco Enforcement Program. The Senior Manager and Medical Officer of Health answered

questions from Board members on the program. The Board discussed stronger ways to advocate for more enforcement on vaping.

8.7 Tuberculosis Program
The Senior Manager of Environmental Health provided an update on the Tuberculosis Prevention Control Program.

8.8 Privacy Program Annual Report
The Medical Officer of Health provided an overview of the Privacy Program Annual Report for 2024.

8.9 25 Years Since the Walkerton Tragedy – Presentation on Small Drinking Water Systems
The Medical Officer of Health presented on Small Drinking Water Systems..

Andrea Matrosovs left the meeting at 11:30 AM

Moved by: Beverly Wilkins Seconded by: Don Murray
"THAT, the Medical Officer of Health update be received by the Board of Health for information."

Carried.

9.0 Corporate Services

9.1 Financial Report | March 2025
The Senior Manager of Finance provided an overview of the March 2025 Financial Report. A brief discussion took place about potential utilization of the unused space in health unit's building.

Moved by: Shirley Keaveney Seconded by: Kenneth Craig
"THAT, the Financial Report for March 2025 be received by the Board of Health for information."

Carried.

10.0 Staff Presentation

10.1 Emergency Management
Lami Sadare, Manager of Emergency Management and Foundational Standards, provided an overview of the Emergency Management program.

10.2 Foundational Standards – Social Determinants of Health
The Manager of Emergency Manager and Foundational Standards presented on the Social Determinants of Health and answered questions from Board Members.

Kenneth Craig and Denis Langlois left the meeting at 12:15 PM

11.0 Other Business

11.1 Annual Self-evaluation of the Board Per Policy Number IV-407
The Medical Officer of Health reviewed the process for the Annual Self-evaluation of the Board, as outlined in Policy IV-407. He noted that the evaluation pertains to the

year 2024; therefore, new Board members should indicate that they were not serving on the Board during that time.

12.0 In-Camera:

12.1 Adoption of In-Camera Minutes | Friday, May 23, 2025 (1 item)

12.2 Adoption of Personal Matters About an Identifiable Individual Including Municipal or Local Board Employees [s.239(2)(b)] (2 items)

Update from Lawyer on Letter Received

Annual Performance Evaluation Related to Identifiable Individual

Human Resources and Occupational Health and Safety Program

Moved by: Helen-Claire Tingling Seconded by: Don Murray

"THAT, the Board of Health go into closed session at 12:31PM to discuss the adoption of the in-camera minutes, and 3 items regarding personal matters about an identifiable individual, including municipal or local board employees. FURTHER THAT, Dr. Arra, Kim Rutherford, and Kellisa Webb shall remain present."

Carried.

The meeting returned to open session at 1:05 PM with Vice-Chair Richards presiding. Vice-Chair Richards declared only the items stated in the motion to go in-camera were discussed

13.0 Adjournment

Moved by: Jay Kirkland Seconded by: Beverly Wilkins

"THAT, the Board of Health meeting be adjourned."

Carried.

Vice-Chair Richards declared the Board of Health meeting adjourned at 1:06PM on Friday, May 23, 2025.

Next Meeting:

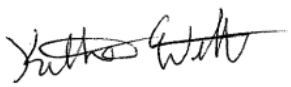
Friday, June 27, 2025, 10:00 AM

X _____

Chad Richards
Vice-Chair

X _____

Dr. Ian Arra
Medical Officer of Health

X 

Kellisa Webb
Recording Secretary

Corporation of the County of Grey
By-law 5240-25

A By-law to authorize a donation agreement between the Corporation of the County of Grey and the Township of Southgate to convey lands forming part of the CP Rail Trail to the Township of Southgate

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, as amended which provides that a municipality has the capacity, rights, power and privileges of a natural person for the purposes of exercising its authority;

AND WHEREAS Section 8 of the Municipal Act, 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS on February 26, 2025, the Council of the County of Grey adopted resolution CC12-25, endorsing the February 13, 2025 recommendations of Committee of the Whole, which supported the preparation of agreements between the County of Grey and the Township of Southgate for the purposes of conveying four road crossings on the CP Rail Trail to the Township of Southgate and lowering a section of the trail in Dundalk to facilitate the Eco Parkway Extension;

AND WHEREAS Council deems it expedient to convey two crossings to serve as access for the Dundalk School build and to convey the remaining crossings and lowering of the trail in the Eco Parkway extension at a future time;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF
THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. That the Warden and Clerk are hereby authorized and directed to execute all documents as may be necessary to complete the transfer of the property described in Schedule ‘A’ to this By-law, including the donation agreement attached hereto as Schedule ‘B’;

2. That the agreement attached hereto as “Schedule B” forms part of this by-law.

3. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 10th day of July, 2025.

_____	_____
WARDEN: Andrea Matrosovs	CLERK: Tara Warder

Schedule ‘A’ to By-law 5240-25

Legal Description of Lands

All those lands comprising of Part of Lots 225 and 226 Concession 2 South West of the Toronto Sydenham Road, geographic Township of Proton, Township of Southgate being Parts 1 and 2 on the Reference Plan, being part of the lands presently bearing PIN 37267-0062 (LT)

THIS DONATION AGREEMENT made as of this day of , 2025

BETWEEN:

The Corporation of the County of Grey

(hereinafter called the “County”)

-And-

The Corporation of the Township of Southgate

(hereinafter called the “Southgate”)

(each being a “Party” and together being the “Parties”)

WHEREAS the County is the registered owner of certain lands situated in the Township of Southgate (geographic township of Proton) in the County of Grey legally described as Part of Lot 221-228 Concession 2 South West of the Toronto Sydenham Road Proton as in R492286; Southgate (the “**County Lands**”);

AND WHEREAS the County Lands comprise a portion of a recreational trail established by the County which is used by the public for many recreational activities including cycling, hiking, walking, ATV and off-road motorcycle use in designated areas, cross country skiing, equestrian, snowshoeing and snowmobiling (the “**Rail Trail**”);

AND WHEREAS the County Lands are in close proximity to two proposed plans of subdivisions within the Township of Southgate known as Glenelg Phases 2 and 3 (respectively the “**Glenelg Phase 2 Development**” and “**Glenelg Phase 3 Development**” being collectively referred to as the “**Glenelg Phases 2 and 3 Developments**”);

AND WHEREAS the Glenelg Phase 3 Development received draft approval on May 23, 2024 and included lands consisting of approximately 8.19 acres which were earmarked for future development of a new school (the “**School Site**”);

AND WHEREAS significant growth in Dundalk has greatly increased the need for additional school space and the Bluewater District School Board (the “**BWDSB**”) intends to address this need through prioritizing construction of the School Site;

AND WHEREAS Southgate has provided conditional approval for severance B8-24, to sever the School Site from the Glenelg Phase 3 Development and intends to permit development of a school on the School Site by the BWDSB in advance of final approval of the Glenelg Phases 2 and 3 Developments;

AND WHEREAS severance B8-24 is conditional on a temporary construction access being developed over a portion of the County Lands to provide access to the School Site (the “**Temporary Construction Access**”) until such time as the future roadways proposed through the Glenelg Phases 2 and 3 Developments have been constructed to a full municipal standard, dedicated to, and assumed by Southgate (the “**Future Public Highway**”);

AND WHEREAS the County hereby agrees to donate a portion of the County Lands to Southgate each being approximately 0.128 acres in size shown as Parts 1 and 2 on the Reference Plan being more particularly described in Schedule “A” hereto (the “**Property**”) in support of its use as a Temporary Construction Access and Future Public Highway to support the development of the School Site;

AND WHEREAS Southgate hereby offers to acquire the Property from the County on the terms and conditions hereinafter set out;

NOW THEREFORE in consideration of the mutual terms and covenants hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Parties agree as follows:

1.0 Definitions

1.1 In this agreement, the following terms and expressions have the following meanings:

a) “**Acceptance Date**” means the date of this Agreement;

b) “**Agreement**” means this Donation Agreement and all schedules forming part of the Agreement;

c) “**Business Day**” means a day on which the County’s administrative office in Owen Sound is open for the conduct of administrative business;

d) “**Closing**” or “**Closing Date**” means the date which is the later of: (i) thirty (30) Business Days after the Acceptance Date; or (ii) fifteen (15) Business Days following deposit of the Reference Plan, unless otherwise agreed to in writing between the Parties;

e) “**Encumbrances**” means any encumbrance, caveat, lien, charge, hypothec, pledge, mortgage, reservation, easement, privilege or any option, privilege or contract to create any of the foregoing on or in respect of the Property;

f) “**Option to Repurchase Property Agreement**” has the meaning ascribed to it in Section 10.1, the form of which is set out in Schedule “C” hereto;

g) “**Purchase Price**” means the total consideration as set out in Section 3.1 of this Agreement;

h) “**Reference Plan**” means Plan 16R- , agreed to be substantively in the form attached hereto as Schedule “D”.

1.2 The terms defined in the recitals above have the same meaning as if defined here at length.

1.3 The following documents (“Schedules”) are appended to this agreement and are incorporated by reference as though contained in the body of this agreement:

a) Schedule “A” – The Property

b) Schedule “B” – Easement Terms

c) Schedule “C” – Option to Repurchase Property Agreement

d) Schedule “D” – Reference Plan.

1.4 Unless expressly stated otherwise in a Schedule, wherever any term or condition, express or implied, of a Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of the Schedule prevails.

2.0 Purchase and Sale

2.1 Subject to the terms of this Agreement, the County agrees to transfer to Southgate the Property subject to an easement as set out herein, and Southgate agrees to accept the same.

3.0 Purchase Price

3.1 The Purchase Price payable by Southgate to the County for the Property is Two Dollars ($2.00) plus HST, if applicable.

3.2 The Parties agree that any and all fixtures, improvements, trees or shrubs within the Property are included in the Purchase Price. The Parties agree that there are no items to be excluded from this transaction.

3.3 The County acknowledges receipt of the amount of Two Dollars ($2.00) as a deposit to be credited against the Purchase Price on Closing.

3.4 The balance of the Purchase Price, after adjustments, shall be paid prior to 4:00 p.m. on the Closing Date, by Southgate to the County, by way of a cheque made payable to the County’s solicitor or as they may direct.

4.0 Access

4.1 Subject to the provisions of section 4.2 below, the County shall permit Southgate and its engineers, consultants, contractors, employees or other authorized representatives, including the applicable electrical authority, as well as those of BWDSB (collectively, the “Southgate Parties”) to enter onto the Property at any time to complete such inspections, surveys, or tests required by Southgate. Southgate agrees to defend, indemnify and hold harmless the County for any and all liability arising as a result of the Southgate Parties and any other authorized representatives or invitees, entering onto any portion of the Property.

4.2 Southgate acknowledges that the Rail Trail is used by the County, its officers, employees, residents, volunteers, contractors, visitors, residents, and licensees, and agrees that prior to conducting any inspections, surveys, or tests on the Property, it and the Southgate Parties shall consult with the County for such activities to take place on the Property which would interfere with any use of the Rail Trail. Southgate shall consult with the County at least (5) Business Days prior to any construction activities intended to take place on the Property which would interfere with any use of the Rail Trail to ensure that the County may post appropriate notices to trail users of the intended closure. The County agrees that such consent shall not be unreasonably withheld, and Southgate agrees that it shall be reasonable for the County to withhold such consent if it would impair the safe operation of the Rail Trail.

5.0 Title Matters

5.1 Southgate acknowledges and agrees that:

a) It has satisfied itself with respect to the applicable land use regulations and agrees to accept the Property subject to such existing zoning and other land use policies and regulations.

b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of the County.

c) It shall accept the Property subject to any and all Encumbrances, all easements, options and notices provided for herein, and agrees not to call into question title to the Property on the basis thereof.

d) It shall acquire the Property in an “As Is Where Is” basis, including improvements, structures, trees and shrubs, and as further set out below.

5.2 In agreeing to purchase the Property in an “As Is Where Is” basis, Southgate acknowledges and agrees that:

a) The County makes no representations to Southgate as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.

b) The County shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.

c) The County makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB’s, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation, and that Southgate is relying upon its own investigations, if any, in this regard.

d) Southgate has inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

5.3 Southgate covenants and agrees that, effective as of the Closing Date, Southgate shall forever release, waive, and discharge the County and its successors and assigns from and against all losses, damages, claims, demands, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any contaminant, pollutant, dangerous substance wastes (liquid or solid) or toxic substance (collectively the “Substances”) or the escape thereof in the air or onto adjacent properties or property including rivers, streams, and ground waters, , whether produced, created or generated before or after the Closing Date and such release, waiver, discharge shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.

5.4 Southgate, its successors and assigns, hereby agree to defend, indemnify and hold harmless the County, its successors and assigns from any and all losses, damages, claims, demands, fines, liabilities, actions, suits arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority.

5.5 The provisions of this section shall survive closing and any subsequent sale or transfer of Southgate’s interest in the Property.

6.0 Representations and Warranties

6.1 The County hereby represents, warrants and agrees to and with Southgate subject to the limitation, if any, expressed below as follows:

a) The County is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.

b) The County will at the Closing Date have full and absolute right and power to convey and transfer to Southgate or cause to be conveyed or transferred to Southgate title to the Property.

c) That no buildings on the Property, if any, have been or are now insulated in whole or in part with asbestos, urea formaldehyde foam or any similar type substance or insulation.

6.2 Southgate hereby represents, warrants and agrees to and with the County subject to the limitation, if any, expressed below as follows:

a) Southgate is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.

b) Southgate acknowledges having the opportunity to inspect the Property prior to entering into this Agreement and understands that upon approval of this Agreement by County Council, it shall be a binding agreement between the County and Southgate.

c) That except as set out herein, it shall assume operational, legal, and financial responsibility for the construction, use and maintenance of the Temporary Construction Access over the Property.

d) It shall be responsible for installing signage and gates at the Property, commiserate with other Rail Trail crossings in the Township of Southgate at its sole and absolute expense.

e) That any material removed from the Property, whether or not the same may be contaminated, shall be removed and, if necessary, treated, at its sole expense.

f) That, upon Closing the transfers as set out in section 2.1, it is fully satisfied as to all matters in respect of the suitability of the Property for the development and construction of the proposed Temporary Construction Access and Future Public Highway.

g) That, it shall not issue an occupancy permit to the BWDSB for buildings or use of the School Site under the Building Code Act until such time as the Future Public Highway has been assumed by Southgate and dedicated as an open public highway which said highway shall provide access to the School Site.

7.0 Easements

7.1 From and after the Closing Date, the use of the Property will be shared between the County and Southgate. On Closing, the County shall reserve and register an easement over the Property for vehicular and pedestrian access, access for construction vehicles serving the Rail Trail, and provision of utility and communication services, the particulars of which are set out in Schedule “B” hereto.

8.0 Option to Repurchase

8.1 Southgate agrees that, subject to the terms of the Option to Repurchase Property Agreement, if prior to *insert date* it has not dedicated the Property as a public highway under the jurisdiction of Southgate, it shall, upon Notice from the County, transfer ownership of the Property back to the County at the same Purchase Price as agreed to herein in accordance with the terms of the Option to Repurchase Property Agreement. The parties agree to execute the Option to Repurchase Property Agreement in the form attached as Schedule “C” (the “Option to Repurchase Property Agreement”) to further establish the terms of such transfer of the Property to the County, prior to or on the Closing Date. Southgate hereby authorizes the County to register the Option to Repurchase

Property Agreement as a Notice on title to the Property, subject to approval of such Notice by Southgate, which approval shall not be unreasonably withheld.

9.0 Closing

9.1 Closing shall take place upon the following terms:

a) **Covenants –** The County covenants and agrees with Southgate as follows:

i) In addition to the documentation referred to in this Agreement, to provide the following documents on the Closing Date:

- Transfer/Deed of Land;
- Bill of Sale with respect to all chattels (if any);

ii) Subject to the permissions granted to the County through reservation of the easement as set out herein, to provide Southgate with vacant possession of the Property on the Closing Date;

iii) To provide Southgate on the Closing Date evidence in a form satisfactory to Southgate that on the Closing Date the County is the beneficial owner of the Property and is a resident of Canada for purposes of determining its liability for tax pursuant to the Income Tax Act;

iv) To provide Southgate with satisfactory evidence on the Closing Date that the Seller is in compliance with the provisions of the Family Law Act;

v) To discharge at its sole cost and expense, all mortgages, liens and encumbrances registered on title to the Property on or before the Closing Date, save and except the encumbrances and other interests described herein; and

vi) To convey to Southgate all fixtures and chattels affixed to, located on and used in conjunction with the Property on the Closing Date, all such fixtures and chattels to be free and clear of all encumbrances.

b) **Title -** Southgate shall be allowed up to and including the tenth day prior to the Closing Date to examine the title to the Property at its own expense.

c) **Planning Act -** Provided that this Agreement shall be effective to create an interest in the Property only if the provisions of the *Planning Act* are complied with by the County on or before the Closing Date.

d) **Damage -** The Property and all other things being purchased shall be and remain until the Closing Date at the risk of the County. The County shall hold all insurance policies, if any, and the proceeds thereof in trust for the Parties as their interests may appear and in the event of damage, Southgate may either terminate this Agreement whereupon the Deposit shall be returned forthwith to Southgate or else take the proceeds of any insurance and complete the transaction.

e) **Risk** - From and including the Closing Date, the Property shall be entirely at the risk of Southgate and Southgate shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or

condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any authority.

f) **HST -** Southgate agrees that it will be as at the Closing Date a registrant for Harmonized Sales Tax (HST) under the Excise Tax Act, R.S.C. 1985, as amended, and will provide evidence of same in form and substance reasonably satisfactory to the County or its lawyers at the Closing Date, including without limitation, a statutory declaration sworn by a senior officer of Southgate confirming Southgate’s HST registration number and that such registration continues to be in full force and effect and an indemnity to the County for any HST claimed from the County in the event Southgate does not pay the HST payable by it in respect of this transaction.

g) **Electronic Registration –** The Parties acknowledge that the Teraview Electronic Registration System (“TERS”) is operative and mandatory in the Land Registry Office for the Land Titles Division of Grey No.16. The Parties shall each retain a lawyer who is an authorized TERS user and who is in good standing with The Law Society of Ontario. The Parties shall each authorize their respective lawyer to enter into a document registration agreement in a form provided for on the website of the Law Society of Ontario as a current form of such agreement. The delivery and exchange of documents and closing funds and the release thereof to Southgate and the County, as the case may be:

i) shall not occur contemporaneously with the registration of the transfer/deed of land and other registrable documentation, if any; and

ii) shall be governed by the document registration agreement pursuant to which lawyer receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement.

10.0 Financial Arrangements

10.1 Southgate shall not be liable or responsible in any way for any agent’s or broker’s fees in connection with the Agreement which are payable by the County;

10.2 Southgate shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.

10.3 Southgate shall pay its own legal costs, disbursements, and registration costs. The County is responsible to pay all off its own legal costs and disbursements including those of the County’s External legal counsel associated with the transfer and this agreement.

10.4 Southgate shall be responsible for all costs associated with the preparation of a legal survey by Schaeffer Dzaldov Purcell Ltd.

11.0 Time

11.1 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 Parties or by their respective solicitors who are hereby expressly appointed in this regard.

12.0 Covenants to Survive Closing

12.1 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either impliedly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive Closing.

12.2 Without limiting the generality of Section 12.1, the following provisions of this Agreement are expressly agreed to survive Closing:

Articles 1.0, 4.0 to 16.0 inclusive, all in their entirety.

13.0 Notice

13.1 Any notice required to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other.

For Southgate:

Township Clerk
Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0
Fax: 519-923-9262
Email: lgreen@southgate.ca

For the County:

County Clerk
County of Grey Administration Building
595 9th Avenue East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
E-mail: countyclerk@grey.ca

13.2 Any notice to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:

a) if delivered personally on a business day, then on the day of delivery;

b) if sent by prepaid registered post, then on the second day following the registration thereof;

c) if sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or

d) if transmitted by facsimile or email on a Business Day, then on the day of sending, and if sent on a day other than a Business Day, then on the first Business Day following the day of sending, provided that if the sender knows or ought to have known that such transmission was not received or would not be received by its intended recipient, then it shall be deemed not to have been given.

14.0 Dispute Resolution

14.1 A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed though good faith negotiation, with or without the assistance of a mediator. The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.

14.2 The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

15.0 Interpretation

15.1 Any reference in this agreement to gender includes all genders, and words importing the singular include the plural and vice versa.

15.2 The division of this agreement Sections and the insertion of headings are for convenient reference only and are not to affect or otherwise be used in the construction or interpretation of this agreement.

15.3 All monetary amounts in this agreement, unless otherwise specifically indicated, are stated in Canadian currency.

15.4 Unless otherwise specifically indicated, any reference to a statute in this agreement refers to that statute and to the regulations made under that statute as at the date of this agreement and the closing date, as the same may, from time to time, be amended, re-enacted or replaced.

16.0 General

16.1 The determination by an arbitrator or court as to invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

16.2 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

16.3 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, its respective agents, servants or employees unless done so in writing signed by the Parties.

16.4 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, successors in title, and permitted assigns.

16.5 Neither Party may assign all or any part of this Agreement without the written approval of the other Party.

16.6 The failure or delay by a Party in enforcing, or insisting upon strict performance of, any provision of this agreement does not constitute a waiver of such provision or in any way affect the enforceability of this agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this agreement. No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing and signed by an authorized representative of such Party.

16.7 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

16.8 Each Party will, at the request of the other Party, execute and deliver such additional documents and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to and carry out the intent of this agreement.

16.9 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day.

16.10 This agreement constitutes the entire agreement between the Parties regarding the transfer of the Property from the County to Southgate and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this agreement.

16.11 The Parties have participated jointly in the negotiation and drafting of this agreement. If an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in respect of any Party by virtue of the drafting or inclusion of any provision of this agreement.

16.12 This agreement may be executed in any number of counterparts, each of which is an original and all such executed counterparts taken together constitute a single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other Party, but failure to do so does not invalidate this Agreement.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

The Corporation of the County of Grey

_____

Andrea Matrosovs, Warden

_____

Tara Warder, Clerk

I/We have the authority to bind the Corporation

The Corporation of the Township of Southgate

_____
Brian Milne, Mayor

_____
Lindsay Green, Clerk

I/We have the authority to bind the Corporation

SCHEDULE “A”

LEGAL DESCRIPTION OF LANDS

All those lands comprising of Part of Lots 225 and 226 Concession 2 South West of the Toronto Sydenham Road, geographic township of Proton, Township of Southgate being Parts 1 and 2 on the Reference Plan, being part of the lands presently bearing PIN 37267-0062 (LT)

SCHEDULE “B”

EASEMENT TERMS

RESERVATION OF EASEMENT IN GROSS

The Transferor reserves a permanent, free and unobstructed right, licence, privilege and easement in perpetuity for ingress to and egress by all persons, animals and vehicles in common with the Transferee and all others entitled thereto, through, over, along and upon the lands legally described as: all those lands comprising of Part of Lots 225 and 226 Concession 2 South West of the Toronto Sydenham Road, geographic township of Proton, Township of Southgate being Parts 1 and 2 on the Reference Plan, being part of the lands presently bearing PIN 37267-0062 (LT) (the “Servient Tenement") to allow (1) the installation of all manner of utility and communication facilities by any person authorized by the Transferor and either below the surface or above the surface on utility or communication poles and allowing the Transferor, its employees, invitees and contractors access for themselves and all machinery and equipment necessary or advisable for the purpose of installing and maintaining such utility or communication facilities; and (2) to the extent that the Servient Tenement are not dedicated as a public highway by the Transferee, any person to enter and use the Servient Tenement as part of the recreational trail on the Dominant lands.

The Transferor shall, at its own expense as soon as reasonably possible after the construction of its communication or utility services or other exercise of its rights, restore the Servient Tenement to its former state so far as is reasonably practicable.

The rights, licence, privilege and easement hereby granted shall extend to and be binding upon, and enure to the benefit of the heirs, personal representatives, transferees, successors and assigns of the Transferor, Transferee and all other owners of the Servient Tenement and whenever the plural or masculine is used, it shall be construed as if the singular, feminine or neuter as the case may be, has been used, where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical or terminological changes thereby rendered necessary have been made.

This easement shall be registered on the Servient Tenement and is an easement in gross authorized by the *Ontario Trails Act*, 2016.

SCHEDULE “C”

OPTION TO REPURCHASE PROPERTY AGREEMENT

THIS AGREEMENT made this _____day of _____, 2025.

BETWEEN:

The Corporation of the County of Grey

(hereinafter called the “**County**”)

-and-

The Corporation of the Township of Southgate

(hereinafter called “**Southgate**”)

(each being a “Party” and together being the “Parties”)

WHEREAS the Parties entered into an agreement dated the ___day of _____, 2025 (the “**Donation Agreement**”) by which the County agreed to transfer certain lands and premises owned by the County in the Township of Southgate in the County of Grey more particularly described in Appendix “1” attached hereto (hereinafter, the “**Property**”);

AND WHEREAS Southgate intends to develop, construct and open a public highway upon the Property;

AND WHEREAS it is a condition of the Donation Agreement that Southgate grant to the County an option to repurchase the Property from Southgate at the price of TWO DOLLARS ($2.00), such option being exercisable by the County under the circumstances set out herein;

AND WHEREAS Southgate has agreed to grant an option to the County to repurchase the Property on the terms and conditions hereinafter set forth;

NOW THEREFORE in consideration of the premises herein, the entry of the Parties into the agreements contemplated by the Donation Agreement, the conclusion of the transaction contemplated by the Donation Agreement, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the Parties agree as follows:

1.0 **Interpretation**

1.1 In this Agreement, the following terms and expressions have the following meanings:

a) “**Business Day**” means a day on which the County’s administrative office in Owen Sound is open for the conduct of administrative business;

b) “**Reference Plan**” means Reference Plan 16R-_____;and

c) the terms defined in the recitals above shall have the same meaning as if defined here at length.

2.0 **Option**

2.1 Southgate hereby grants to the County the exclusive right and option to purchase all or part of the Property (the “Option”) for the purchase price of TWO

DOLLARS ($2.00) (herein referred to as the “Purchase Price”), subject to the terms and conditions set out herein.

3.0 Term and Exercise

3.1 Subject to section 3.2 herein, the Option may be exercised by the County on or before *insert date* by notice in writing from the County to Southgate advising Southgate that the County intends to purchase the Property and such notice shall be accompanied by a deposit payable to Southgate in the amount of TWO DOLLARS ($2.00) which deposit shall be held by Southgate in trust pending completion or other termination of this Agreement and to be credited towards the Purchase Price on completion as hereinafter set out. In the event this option is not exercised in accordance with the provisions of this Section, this option shall terminate, any rights under this Agreement shall become null and void and all liabilities of the Parties pursuant to this Agreement shall be released and forever discharged.

3.2 Notwithstanding Section 3.1 above, the County agrees that it shall not exercise the Option unless:

a) The County has the right to provide the Notice in accordance with the terms of this Agreement and the Donation Agreement;

b) any person who is not subject to the terms of the Donation Agreement obtains ownership of the Property, whether beneficial, legal or otherwise; or

c) any person who is not subject to the terms of the Donation Agreement comes to own, possess, or have the benefit of, any interest in the Property that may have the effect of preventing the construction or operation of the Property as an open and public highway as contemplated in the Donation Agreement.

3.3 Pursuant to Section 8.1 of the Donation Agreement, if prior to *insert date* Southgate has not dedicated the Property as a public highway under the jurisdiction of Southgate, it shall, upon Notice from the County, transfer ownership of the Property back to the County at the same Purchase Price as agreed to herein.

3.4 The Option shall terminate upon Southgate passing the necessary by-laws to dedicate the Property as public highway which shall form part of the public highways proposed in the Glenelg Phases 2 and 3 Developments on the abutting lands.

4.0 Notices

4.1 Any notice required to be given, served or delivered must be in writing and deemed delivered or sent or transmitted to its recipient by prepaid mail, ordinary mail, fax, or email to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other:

For the County:

County Clerk
County of Grey Administration Building
595 9th Ave E
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
Email: countyclerk@grey.ca

For Southgate:

Township Clerk
Township of Southgate
185667 Grey County Road 9
Dundalk, ON N0C 1B0
Fax: 519-923-9262
Email: lgreen@southgate.ca

4.2 Any notice given by either Party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:

a) if delivered personally on a Business Day, then on the day of delivery, and if delivered personally on a day other than a Business Day, then on the first Business Day following the day of delivery;

b) if sent by prepaid registered mail, then on the second Business Day following the mailing thereof;

c) if sent by ordinary mail, then on the fifth Business Day following the mailing thereof; and

d) if transmitted by facsimile or email on a Business Day, then on the day of sending, and if sent on a day other than a Business Day, then on the first Business Day following the day of sending, provided that if the sender knows or ought to have known that such transmission was not received or would not be received by its intended recipient, then it shall be deemed not to have been given.

5.0 Miscellaneous

5.1 Right to Inspect: From and after giving notice of its intention to exercise the Option in accordance with section 3.1 the County and all persons authorized by it shall have the right at all reasonable times upon notice to Southgate to enter on the Property for the purposes of inspection, conducting soil tests and preparing surveys and plans. The County agrees to defend, indemnify and hold harmless Southgate for any and all liability arising as a result of its engineers, consultants, contractors, employees, and any other authorized representatives or invitees, entering onto any portion of the Property. In the event the agreement of purchase and sale is not completed (other than as a result of Southgate’s breach) the County shall at its sole cost and expense restore the Property to the same condition existing prior to such inspection or soil tests being carried out.

5.2 Authorizations: Southgate covenants to provide the County and execute without charge to the County such authorizations, directions and other documents as may be required by the County to bring an application for any permits or permissions it may require in respect of the Property, provided that all costs thereof and liabilities in relation thereto shall be the sole responsibility of the County.

5.3 Binding on Successors: This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, successors in title, and permitted assigns.

5.4 Assignment: The County shall not transfer or assign its rights under this Option except to a successor provincial or municipal government body with the same role and responsibilities as the County (“Successor Municipality”) without the prior written consent of Southgate, which consent Southgate may withhold in its sole and absolute discretion. In the event Southgate consents to such transfer or assignment or there is a transfer or assignment to a Successor

Municipality, it shall be a condition of such transfer or assignment that the assignee or transferee execute an agreement with Southgate to: (i) assume the County’s obligations hereunder; and (ii) stand in the place of the County as if the assignee or transferee was the County at the time of signing this agreement.

5.5 Planning Act: Provided that this Option shall be effective to create an interest in the Property only if the provisions of the Planning Act (Ontario) are complied with on or before the Closing Date (as hereinafter defined).

5.6 Registered Notice: The County reserves the right to register notice of this Agreement on title to the Property, subject to the approval of such notice by Southgate, which approval shall not be unreasonably withheld. Subject to the approval of such notice by Southgate, Southgate agrees to execute such documents as may be reasonably required to permit the registration of such notice. If the County exercises its right under this Section, it shall prepare all documents required to do so. Each Party shall bear its own costs incurred in respect of the provisions of this Section.

5.7 References to Legislation: Unless otherwise specifically indicated, any reference to a statute in this agreement refers to that statute and to the regulations made under that statute as at the date of this Agreement, as the same may, from time to time, be amended, re-enacted or replaced.

6.0 Agreement of Purchase and Sale

6.1 The County acknowledges and agrees that:

a) It has satisfied itself with respect to the applicable land use regulations and agrees to accept the Property subject to such existing zoning and other land use policies and regulations.

b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of Southgate.

c) It shall accept the Property subject to any and all Encumbrances, all easements, options and notices provided for herein, and agrees not to call into question title to the Property on the basis thereof.

d) It shall acquire the Property in an “As Is Where Is” basis, including improvements, structures, trees and shrubs, and as further set out below.

6.2 In agreeing to purchase the Property in an “As Is Where Is” basis, the County acknowledges and agrees that:

a) Southgate makes no representations to the County as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.

b) Southgate shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.

c) Southgate makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB’s, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation, and that the County is relying upon its own investigations, if any, in this regard.

d) The County has inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

6.3 The County covenants and agrees that, effective as of the Closing Date, the County shall forever release, waive, and discharge Southgate and its successors and assigns from and against all losses, damages, claims, demands, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any contaminant, pollutant, dangerous substance wastes (liquid or solid) or toxic substance (collectively the “Substances”) or the escape thereof in the air or onto adjacent properties or property including rivers, streams, and ground waters, , whether produced, created or generated before or after the Closing Date and such release, waiver, discharge shall include any order, decree, judgment or demand under law, regulation or order applicable thereto.

6.4 The County, its successors and assigns, hereby agree to defend, indemnify and hold harmless Southgate, its successors and assigns from any and all losses, damages, claims, demands, fines, liabilities, actions, suits arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority.

6.5 The provisions of this section shall survive closing and any subsequent sale or transfer of the County’s interest in the Property.

6.6 In the event of and upon the exercise of the Option by the County pursuant to the provisions of Section 3.1 herein, this Agreement shall then become a binding agreement of purchase and sale between the Parties hereto, upon the following terms:

a) **Purchase Price -** The Purchase Price of $2.00 shall be payable as follows:

i) By the County paying the deposit pursuant to Section 3.1 above (herein referred to as the “**Deposit**”) which shall be credited on account of the Purchase Price on the Closing Date (as hereinafter defined); and

ii) By the County paying any remaining amount owing on account of the adjustments as set out in Section 6.1(g) by way of certified cheque or bank draft drawn on the trust account of the County’s lawyers, upon delivery of a valid and registrable transfer/deed to the Property as herein set forth, or if the County may be credited with a payment pursuant to those adjustments, then the same shall be paid to the County by way of certified cheque or bank draft drawn on the trust account of the seller’s lawyers, forthwith after delivery of such transfer/deed.

b) **Closing Date -** This Agreement shall be completed on the sixtieth (60th) day next following the giving of the notice of exercise of the Option pursuant to Section 3.1 above. In the event the sixtieth day shall fall on a day that is a Saturday, Sunday or other day on which the applicable Land Registry Office shall not be open, then this Agreement shall be completed on the day next following when the applicable Land Registry Office shall be open. Such day of completion shall be referred to herein as the “Closing Date”.

c) **Warranties and Representations –** Southgate hereby represents and warrants to the County subject to the limitations, if any, expressed hereby as follows:

i) Southgate is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated hereby;

ii) Southgate will at the Closing Date have full and absolute right and power to convey and transfer to the County or cause to be conveyed or transferred to the County title to the Property;

iii) That no buildings on the Property have been or are now insulated in whole or in part with asbestos, urea formaldehyde foam or any similar type substance or insulation.

d) **Covenants –** Southgate covenants and agrees with the County as follows:

i) In addition to the documentation referred to in this Agreement, to provide the following documents on the Closing Date:

- Transfer/Deed of Land;
- Declaration of Southgate, or an officer of Southgate in the case of a corporation, declaring unequivocally that Southgate’s ownership of the Property has not been challenged by anyone during its ownership and possession of the Property;
- Bill of Sale with respect to all chattels (if any);

ii) That the County shall not be liable or responsible in any way for any agent’s or broker’s or lawyer’s fees in connection with the agreement which are payable by Southgate;

iii) To provide the County with vacant possession of the Property on the Closing Date;

iv) To provide the County on the Closing Date evidence in a form satisfactory to the County that on the Closing Date Southgate is the beneficial owner of the Property and is a resident of Canada for purposes of determining its liability for tax pursuant to the Income Tax Act;

v) To provide the County with satisfactory evidence on the Closing Date that the Seller is in compliance with the provisions of the Family Law Act;

vi) To discharge at its sole cost and expense, all mortgages, liens and encumbrances registered on title to the Property on or before the Closing date; and

vii) To convey to the County all fixtures and chattels affixed to, located on and used in conjunction with the Property on the Closing Date, all such fixtures and chattels to be free and clear of all encumbrances.

e) **Purchase Price Allocation –** [*not applicable*]

f) **Income Tax Act –** The County shall be credited towards the Purchase Price with the amount, if any, which it shall be necessary for the County to pay to the Receiver General of Canada in order to satisfy the County’s liability in respect of tax payable by Southgate under the non-residency provisions of the *Income Tax Act* by reason of the sale, and the same shall be provided for as an adjustment pursuant to Section 6.1(g) below. The County shall not claim such credit if Southgate delivers on the Closing Date, the prescribed certificate or a statutory declaration from an officer of Southgate that it is not, as of the Closing Date, a non-resident of Canada.

g) **Adjustments -** Real property taxes on the basis of the calendar year for which assessed, water and utilities (unless metered) shall be apportioned and allowed to the Closing Date, it being agreed that the expenses and revenues of the Closing Date shall be allocated to the County.

h) **Title -** The County shall be allowed up to and including the tenth day prior to the Closing Date to examine the title to the Property at its own expense.

i) **Planning Act -** Provided that this Agreement shall be effective to create an interest in the Property only if the provisions of the *Planning Act* are complied with by Southgate on or before the Closing Date and Southgate covenants to proceed diligently at its expense to obtain any necessary consents and approvals on or before the Closing Date.

j) **Damage -** The Property and all other things being purchased shall be and remain until the Closing Date at the risk of Southgate. Southgate shall hold all insurance policies, if any, and the proceeds thereof in trust for the Parties as their interests may appear and in the event of damage, the County may either terminate this Agreement whereupon the Deposit shall be returned forthwith to the County or else take the proceeds of any insurance and complete the transaction.

k) **Risk** - From and including the Closing Date, the Property shall be entirely at the risk of County and the County shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any authority.

l) **HST -** The County agrees that it will be as at the Closing Date a registrant for Harmonized Sales Tax (HST) under the *Excise Tax Act*, R.S.C. 1985, as amended, and will provide evidence of same in form and substance reasonably satisfactory to Southgate or its lawyers at the Closing Date, including without limitation, a statutory declaration sworn by a senior officer of the County confirming the County’s HST registration number and that such registration continues to be in full force and effect and an indemnity to Southgate for any HST claimed from Southgate in the event the County does not pay the HST payable by it in respect of this transaction.

m) **Electronic Registration –** The Parties acknowledge that the Teraview Electronic Registration System (“**TERS**”) is operative and mandatory in the Land Registry Office for the Land Titles Division of Grey No.16. The Parties shall each retain a lawyer who is an authorized TERS user and who is in good standing with The Law Society of Ontario. The Parties shall each

authorize their respective lawyer to enter into a document registration agreement in a form provided for on the website of the Law Society of Ontario as a current form of such agreement. The delivery and exchange of documents and closing funds and the release thereof to Southgate and the County, as the case may be:

i) shall not occur contemporaneously with the registration of the transfer/deed of land and other registrable documentation, if any; and

ii) shall be governed by the document registration agreement pursuant to which lawyer receiving any documents or funds will be required to hold same in escrow and will not be entitled to release except in strict accordance with provisions of the document registration agreement.

n) The County shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.

o) Southgate shall pay its own legal costs, disbursements, and registration costs. The County is responsible for paying all of its legal costs and disbursements.

7.0 Entire Agreement

7.1 This is the entire agreement between the Parties in respect of the option to purchase granted hereby, and there are no other terms, obligations, covenants, representations, warranties, statements or conditions oral or otherwise of any kind whatsoever except as may be set out in the provisions of the Donation Agreement.

7.2 No amendment or modification to this Agreement shall be effective except as set out in writing and signed by the Parties.

7.3 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

8.0 **Survive Closing**

8.1 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either impliedly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive the Closing Date.

9.0 **Time**

9.1 Time shall in all respects be of the essence of this Agreement provided that the time for doing or completing of any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective solicitors who may be specifically authorized in that regard.

10.0 **General**

10.1 This Agreement shall be binding upon and enure to the benefit of Southgate and the County and their respective successors and assigns.

10.2 Any tender of documents or money hereunder may be made upon Southgate or the County or their respective lawyers on the Closing Date.

11.0 **Headings & Counterparts**

11.1 All captions and headings herein are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

11.2 This agreement may be executed in any number of counterparts, each of which is an original and all such executed counterparts taken together constitute a single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other Party, but failure to do so does not invalidate this Agreement.

IN WITNESS WHEREOF Southgate and the County have executed this Agreement on the day and date first above written.

The Corporation of the County of Grey

_____
Andrea Matrosovs, Warden

_____
Tara Warder, Clerk

I/We have the authority to bind the Corporation

The Corporation of the Township of Southgate

_____
Brian Milne, Mayor

_____
Lindsay Green, Clerk

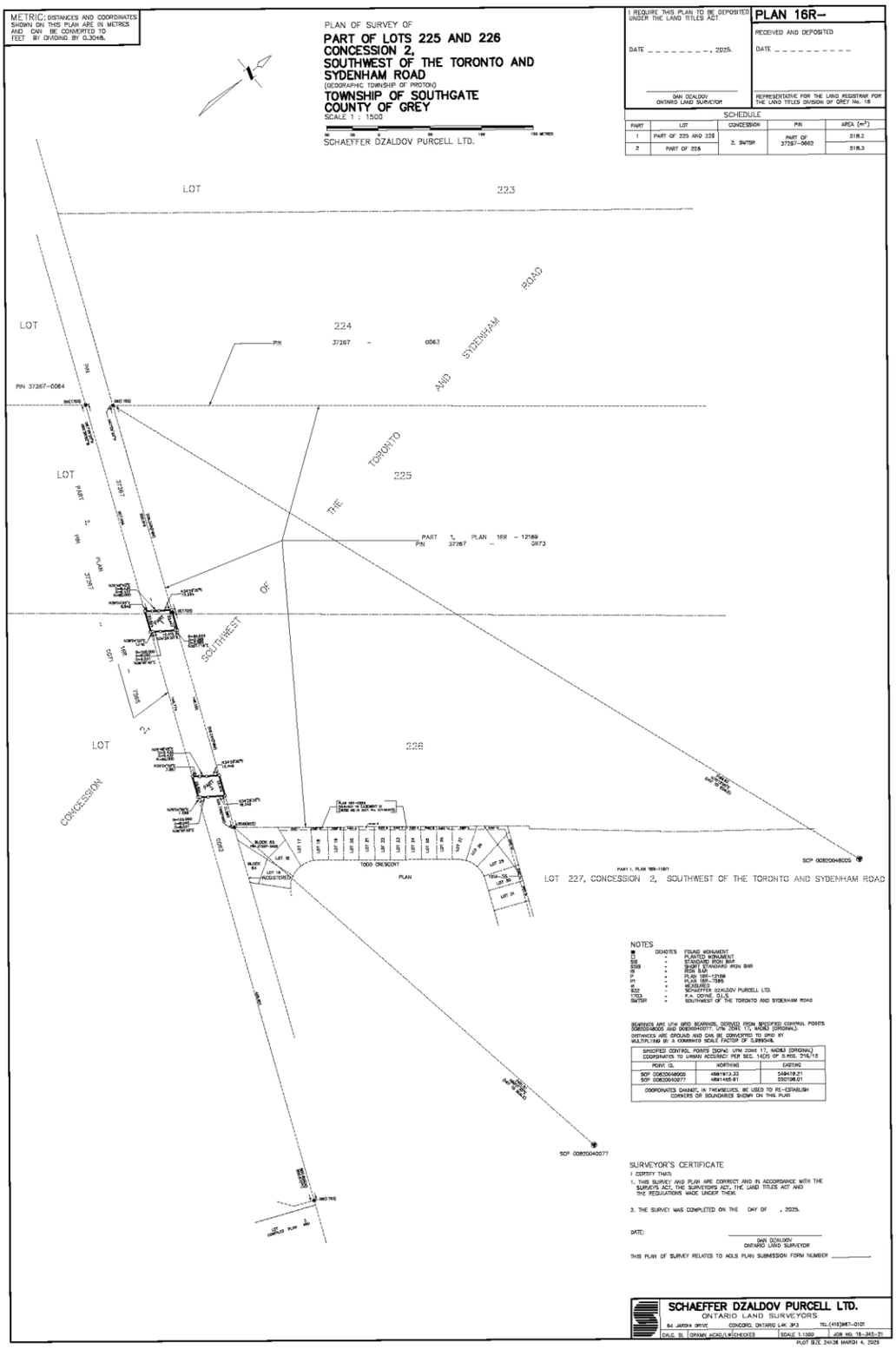
I/We have the authority to bind the Corporation

APPENDIX “1” to Option to Repurchase Property Agreement

LEGAL DESCRIPTION OF LANDS

All those lands comprising of Part of Lots 225 and 226 Concession 2 South West of the Toronto Sydenham Road, geographic township of Proton, Township of Southgate being Parts 1 and 2 on the Reference Plan, being part of the lands presently bearing PIN 37267-0062 (LT)

SCHEDULE “D”
REFERENCE PLAN



Corporation of the County of Grey
By-law 5241-25

A By-law to Authorize the Disposition of Certain Lands in the Municipality of West Grey as described in Schedule ‘A’ to Support a Municipal Well

WHEREAS pursuant to Section 9 of the Municipal Act, 2001, as amended which provides that a municipality has the capacity, rights, power and privileges of a natural person for the purposes of exercising its authority;

AND WHEREAS Section 8 of the Municipal Act, 2001, as amended provides that a municipality has the authority to govern its affairs as it considers appropriate and enables the municipality to respond to municipal issues;

AND WHEREAS on September 28, 2023, the Municipality of West Grey and the County of Grey entered into an Infrastructure, Responsibility and Cost Sharing Agreement, where the County of Grey committed to conveying a portion of land at the Rockwood Terrace site, in exchange for the conveyance of the Rock Street turning bulb;

AND WHEREAS the Municipality of West Grey transferred the Rock Street turning bulb to the County of Grey on July 23, 2024 per Instrument GY260474;

AND WHEREAS on June 26, 2025, the Council of the County of Grey adopted resolution CC46-25, endorsing the June 12, 2025 recommendations of Committee of the Whole, which supported the transfer of land, known as Part of Park Lot 9 North of South Street East Plan 500, Municipality of West Grey, being Part 1 16R-12196, being part of the lands presently bearing PIN 37320-0230 (LT) (“the Property”) to the Municipality of West Grey to support a new West Grey municipal well;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF
THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. That the Warden and Clerk are hereby authorized and directed to execute all documents as may be necessary to complete the transfer of the property described in Schedule ‘A’ to this By-law
2. That the Warden and Clerk are hereby authorized and directed to execute the Donation Agreement attached hereto as Schedule ‘B’ and forming part of this by-law;

3. That the Permanent Easements over and across the property as outlined in the Donation Agreement attached hereto as Schedule ‘B’ be registered
4. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 10th day of July, 2025.

_____	_____
WARDEN: Andrea Matrosovs	CLERK: Tara Warder

Schedule ‘A’ to By-law 5241-25

Part of Park Lot 9 North of South Street East Plan 500, Municipality of West Grey, being Part 1 16R-12196, being part of the lands presently bearing PIN 37320-0230 (LT)

THIS DONATION AGREEMENT made as of this 10th day of July, 2025

BETWEEN:

The Corporation of the County of Grey

(hereinafter called the “County”)

-And-

The Corporation of the Municipality of West Grey

(hereinafter called “West Grey”)

(each being a “Party” and together being the “Parties”)

WHEREAS the County is the registered owner of certain lands situated in the Municipality of West Grey (geographic Town of Durham) in the County of Grey shown as Parts 2, 3, 6, 7, 8, 10 and 11 on Plan 16R-11435 (the “**County Lands**”);

AND WHEREAS the County is in the process of developing a portion of the County Lands for the redevelopment of Rockwood Terrace, a long term care home in the Town of Durham which will be operated by the County (the **“Rockwood Terrace Development**);

AND WHEREAS in support of the Rockwood Terrace Development, the Parties entered into an Infrastructure, Responsibility and Cost Sharing Agreement dated September 28, 2023 (the **“Infrastructure, Responsibility and Cost Sharing Agreement”**), wherein pursuant to section 5.5 (a) West Grey agreed to undertake an Environmental Assessment to determine if there was a preferred location within the County Lands to establish a municipal well;

AND WHEREAS the Parties entered into an Access Agreement dated October 17, 2024 (the **“Access Agreement”**) to permit West Grey to carry out certain works on the County Lands and perform certain investigations to allow West Grey to determine if a portion of the County Lands is suitable for establishing a municipal well;

AND WHEREAS pursuant to section 5.5 (b) of the Infrastructure, Responsibility and Cost Sharing Agreement, the County agreed that, provided the preferred location for the municipal well did not impact the Rockwood Terrace Development, the County would bring forward a recommendation to the Council of Grey to convey a portion of land, identified by West Grey as the preferred location for the proposed municipal well, to West Grey, for the nominal consideration of two dollars, in exchange for the conveyance of the Rock Street turning bulb;

AND WHEREAS the Parties acknowledge and agree that West Grey transferred the Rock Street turning bulb to the County on July 23, 2024 by way of a transfer registered as Instrument GY260474;

AND WHEREAS West Grey has determined that the preferred location for the municipal well is shown as Part 1 on Plan 16R-12196 being more particularly described in Schedule “A” hereto (the **“Property”**) and hereby requests that the County transfer the Property to West Grey in support of its use as a municipal well;

AND WHEREAS the County hereby agrees to donate the Property to West Grey subject to an easement in favour of the County in respect of the Hydro Works, Stormwater Drainage and Construction, Maintenance and Repair access required to support the Rockwood Terrace Development;

AND WHEREAS West Grey hereby offers to acquire the Property from the County on the terms and conditions hereinafter set out;

NOW THEREFORE in consideration of the mutual terms and covenants hereinafter set out and other good and valuable consideration (the receipt and sufficiency of which are acknowledged) the Parties agree as follows:

1.0 Definitions

1.1 In this agreement, the following terms and expressions have the following meanings:

a) “**Acceptance Date**” means the date of this Agreement;

b) “**Agreement**” means this Donation Agreement and all Schedules forming part of the Agreement;

c) “**Business Day**” means a day on which the County’s administrative office in Owen Sound is open for the conduct of administrative business;

d) “**Closing**” or “**Closing Date**” means the date which is thirty (30) Business Days after the Acceptance Date, unless otherwise agreed to in writing between the Parties;

e) “**Construction, Maintenance, Repair Easement**” means the easement described in Article 8;

f) “**Hydro Easement**” means the hydro easement described in Article 8;

g) “**Hydro Works**” means the constructed works located on, over and/or under the Property which are designed to provide electricity supply to the Rockwood Terrace Development, said works are more particularly described in Schedule “B”;

h) “**Permanent Easements**” means collectively referring to the Construction, Maintenance, Repair Easement, the Stormwater Drainage Easement and the Hydro Easement;

i) “**Purchase Price**” means the total consideration as set out in Section 3.1 of this Agreement;

j) “**Plan 16R-11435**” means Plan 16R-11435, attached hereto as Schedule “D”;

k) “**Plan 16R-12196**” means Plan 16R-12196, attached hereto as Schedule “E”;

l) “**Stormwater Drainage**” means the constructed works to carry subsurface and overland water flows over the Property more particularly described in Schedule “B”;

“**Stormwater Drainage Easement**” means the easement described in Article 8;

m) “**Temporary Access Easement Lands”** means Part 6 on Plan 16R-11435; and

n) “**Temporary Easement”** means the easement described in Section 8.3;

1.2 The terms defined in the recitals above have the same meaning as if defined here at length.

1.3 The following documents (“**Schedules**”) are appended to this Agreement and are incorporated by reference as though contained in the body of this Agreement:

a) Schedule “A” – The Property

b) Schedule “B” – Retained Easement Terms

c) Schedule “C” – Temporary Access Easement Terms

d) Schedule “D” – Plan 16R-11435

e) Schedule “E” –Plan 16R-12196

1.4 Unless expressly stated otherwise in a Schedule, wherever any term or condition, express or implied, of a Schedule conflicts or is at variance with any term or condition in the body of this agreement, such term or condition in the body of the Schedule prevails.

2.0 Purchase and Sale

2.1 Subject to the terms of this Agreement, the County agrees to transfer the Property to West Grey, subject to the Permanent Easements to be reserved to the County set out in Article 8 herein, and West Grey agrees to accept the same from the County on terms and conditions contained in this Agreement.

3.0 Purchase Price

3.1 The Purchase Price payable by West Grey to the County for the Property is Two Dollars ($2.00) plus HST.

3.2 The County and West Grey agree that any and all fixtures, improvements, trees or shrubs within the Property are included in the Purchase Price. The County and West Grey agree that there are no items to be excluded from this transaction.

3.3 The County acknowledges receipt of the amount of One Dollar ($1.00) as a deposit to be credited against the Purchase Price on Closing.

3.4 The balance of the Purchase Price shall be paid prior to 4:00 p.m. on the Closing Date, by West Grey to the County, by way of a cheque made payable to the County’s solicitor or as they may direct.

4.0 Title Matters

4.1 West Grey acknowledges and agrees that:

a) It has satisfied itself with respect to the applicable land use regulations and agrees to accept the Property subject to such existing zoning and other land use policies and regulations.

b) It shall not call for the production of any title deed, abstract, survey or other evidence of title to the Property, except those that are in the possession or control of the County.

c) It shall accept the Property subject to any and all encumbrances which the Property is or may be subject to;

d) It shall acquire the Property in an “As Is Where Is” basis, including improvements, structures, trees and shrubs, and as further set out below.

4.2 In agreeing to purchase the Property in an “As Is Where Is” basis, West Grey acknowledges and agrees that:

a) The County makes no representations to West Grey as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.

b) The County shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.

c) The County makes no representations or warranties whatsoever, either expressed or implied, as to the existence or non-existence of any asbestos, PCB’s, radioactive substances or any other substances, liquids or materials or contaminants which may be hazardous or toxic or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called “Environmental Matters”), and that West Grey is relying upon its own investigations, if any, in this regard.

d) West Grey acknowledges having inspected the Property prior to the Closing Date and is relying on its own due diligence as to the condition of the Property and improvements.

4.3 West Grey covenants and agrees that, effective as of the Closing Date, West Grey shall forever release the County and its successors and assigns from and against all losses, damages, claims, fines, liabilities, actions, suits, in any way arising, directly or indirectly by reason of the presence on the Property of any contaminant, pollutant, dangerous substance wastes (liquid or solid) or toxic substance or the escape thereof in the air or onto adjacent properties or property including rivers, streams, and ground waters, (collectively the “Substances”), whether produced, created or generated before or after the Closing Date and such indemnity shall include any order, decree, judgment or demand under law, regulation or order applicable thereto. West Grey, its successors and assigns, hereby agree to indemnify and hold harmless the County, its successors and assigns from any and all costs, claims demands, liabilities and damages arising out of or in any way connected with any state, quality or condition in, or of, the Property, including, but not limited to, the existence of any Substances existing as of, or prior to the Closing Date and thereafter, whether environmental or otherwise, whether imposed by law, equity or any federal, provincial or municipal law, rules or regulations or by any regulatory authority. The provisions of this section shall survive closing and any subsequent sale or transfer of West Grey’s interest in the Property.

5.0 HST Registrant

5.1 On Closing West Grey shall assess and remit to the appropriate governmental authority all HST which is payable in connection with the transfer of the Property. West Grey confirms it is registered for the purposes of HST.

6.0 Risk

6.1 From and including the Closing Date, the Property shall be entirely at the risk of West Grey and West Grey shall accept and assume all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, include any state, nature, quality or condition in, on under or near the Property existing on Closing, whenever and however arising, whether known or unknown environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any Authority.

7.0 Representations and Warranties

7.1 The County hereby represents, warrants and agrees to and with West Grey subject to the limitation, if any, expressed below as follows:

a) The County is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full

corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.

b) The County will at the Closing Date have full and absolute right and power to convey and transfer to West Grey or cause to be conveyed or transferred to West Grey title to the Property.

7.2 West Grey hereby represents, warrants and agrees to and with the County subject to the limitation, if any, expressed below as follows:

a) West Grey is now and at the Closing Date will be a municipal corporation existing in good standing under the laws of the Province of Ontario with full corporate power, authority and capacity to accept this Agreement and to carry out the transaction contemplated under this Agreement.

b) West Grey acknowledges having the opportunity to inspect the Property prior to entering into this Agreement and understands that upon approval of this Agreement by County Council, it shall be a binding agreement between the County and West Grey.

c) West Grey acknowledges that any material removed from the Property, whether or not the same may be contaminated, shall be removed and, if necessary, treated, at its sole expense.

d) West Grey represents and warrants to the County that, upon Closing and the transfers as set out in section 2.1, it is fully satisfied as to all matters in respect of the suitability of the Property for the development and construction of the proposed municipal well.

7.3 The County and West Grey agree that there is no condition, express or implied, representation or warranty of any kind that the future intended use of the Property by West Grey is or will be lawful.

8.0 Easements

8.1 On Closing the County shall reserve and register the Permanent Easements over and across the Property to permit the following:

a) unimpeded overland flows from the Stormwater Drainage for such water flows, and to retain its right to continued access and use of the Property as may be necessary to complete the Rockwood Terrace Development, the particulars of which are set out in Schedule “B”; and

b) installation of the Hydro Works, for connection to the Rockwood Terrace Development and all appurtenances or accessories as may be necessary to complete the Rockwood Terrace Development, the particulars of which are set out in Schedule “B.

8.2 West Grey acknowledges that the County may, in the future:

a) require access to the Stormwater Drainage and may need to upgrade or implement new systems to manage stormwater;

b) require access to the Hydro Works and may need to upgrade or implement new systems;

c) require access to and use of the Property for the purpose of allowing its contractors sufficient working space to construct and maintain a retaining wall, west parking area and sidewalk which will be constructed on lands adjacent to the Property as part of the Rockwood Terrace Development.

The County agrees to consult West Grey prior to construction of any such improvement, and West Grey agrees to act reasonably to support such construction, and to grant to the County such further easements over the

Property as may be required for the purposes of such provided that doing so is not contrary to its best interests.

8.3 On Closing, the County shall grant and register the Temporary Easement over and across the Temporary Access Easement Lands for access to the Property. It is hereby acknowledged that at such time as West Grey formally assumes ownership of and declares the Temporary Access Easement Lands to be opened and dedicated as a public highway, the Temporary Easement will become null and void. The particulars of the Temporary Easement are set out in Schedule “C” hereto.

9.0 Closing

9.1 The transfer of the Property from the County to West Grey shall be completed by no later than the Closing Date, unless otherwise agreed to in writing between the Parties. The Closing Date may be accelerated or extended by mutual agreement between the Parties in writing.

9.2 On or prior to the Closing Date, the County shall deliver to West Grey and its solicitors, in trust, the following:

a) Registrable transfer of land for the Property duly executed by the County;

b) A certificate of an officer of the County certifying that the County’s representations and warranties contained in this Agreement remain true and accurate as of the Closing Date and that the County is not a non-resident within the meaning of the *Income Tax Act* (Canada);

c) Vacant possession of the Property, subject to all encumbrances as described in section 4.1;

d) A bill of sale with respect to chattels at the Property (if any);

e) Registrable easements for those Easements set out in Article 8 of this Agreement;

f) Such other documents as West Grey may reasonably require to complete the transaction.

9.3 On or prior to the Closing Date, West Grey shall deliver to the County and its solicitors, in trust, the following:

a) The balance of the Purchase Price;

b) A certificate of an officer of West Grey certifying that West Grey’s representations and warranties contained in this Agreement remain true and accurate as of the Closing Date;

c) Such other documents as the County may reasonably require to complete the transaction.

9.4 West Grey and the County acknowledge that the transfer of the Property and the registrations of the Permanent Easements and Temporary Easement shall be completed by electronic registration and that each of the Parties shall retain a lawyer to complete the transfers pursuant to electronic registration and that the delivery of documents and the release thereof may, at the lawyers’ discretion: (a) not occur contemporaneously with the registrations of the transfers and other registrable documentation; and (b) be subject to conditions whereby the lawyer receiving documents and/or money will be required to hold them in trust and not release them except in accordance with the terms of a document registration agreement between the lawyers.

10.0 Preparation of Transfer/Deed and Easement Documents

10.1 The Transfer in respect of the Property and the Transfer of Easement in respect of the Permanent Easements and Temporary Easement will be prepared by the County save and except for the Affidavit of Residence and Value of the Consideration (“Land Transfer Tax Affidavit”).

11.0 Financial Arrangements

11.1 West Grey shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the Transfer/Deed of the Property.

11.2 West Grey shall pay its own legal costs and registration costs. West Grey agrees to cover all reasonable costs and disbursements of the County’s external legal counsel associated with this transfer.

11.3 West Grey shall be responsible for all costs associated with the preparation of a legal survey by Wilson – Ford Surveying & Engineering Ltd. which shall identify the location of the Property and the Permanent Easements.

12.0 Time

12.1 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 County and West Grey or by their respective solicitors who are hereby expressly appointed in this regard.

13.0 Covenants to Survive Closing

13.1 Notwithstanding any presumption to the contrary, all covenants, conditions, warranties and representations contained in this Agreement which by their nature either impliedly or expressly involve performance in any particular after the Closing Date or which cannot be ascertained to have been fully performed until after the Closing Date shall survive Closing.

13.2 Without limiting the generality of Section 13.1, the following provisions of this Agreement are expressly agreed to survive Closing:

Articles 1.0, 4.0 to 8.0 inclusive, and, 11.0 to 17.0 inclusive, all in their entirety.

14.0 Notice

14.1 Any notice required to be given, served or delivered must be in writing and sent to the other Party at the address indicated below, or to such other address as may be designated by notice provided by either Party to the other.

For West Grey:

Jamie Eckenswiller, Clerk
402813 Grey Road 4
Durham, ON N0G 1R0
Fax Number: 519-369-5962
Email: clerk@westgrey.com

For the County:

County Clerk
County of Grey Administration Building

595 9th Avenue East
Owen Sound, ON N4K 3E3
Fax Number: 519-376-8998
E-mail: countyclerk@grey.ca

14.2 Any notice to be given by either Party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee:

a) if delivered personally on a Business Day, then on the day of delivery;

b) if sent by prepaid registered post, then on the second day following the registration thereof;

c) if sent by ordinary mail, then on the fifth Business Day following the date on which it was mailed; or

d) if transmitted by facsimile or email on a Business Day, then on the day of sending, and if sent on a day other than a Business Day, then on the first Business Day following the day of sending, provided that if the sender knows or ought to have known that such transmission was not received or would not be received by its intended recipient, then it shall be deemed not to have been given.

15.0 Dispute Resolution

15.1 A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed though good faith negotiation, with or without the assistance of a mediator.

16.0 Interpretation

16.1 Any reference in this agreement to gender includes all genders, and words importing the singular include the plural and vice versa.

16.2 The division of this agreement into articles and sections and the insertion of headings are for convenient reference only and are not to affect or otherwise be used in the construction or interpretation of this agreement.

16.3 All monetary amounts in this agreement, unless otherwise specifically indicated, are stated in Canadian currency.

16.4 Unless otherwise specifically indicated, any reference to a statute in this agreement refers to that statute and to the regulations made under that statute as at the date of this agreement and the closing date, as the same may, from time to time, be amended, re-enacted or replaced.

17.0 General

17.1 The determination by an arbitrator or court as to invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

17.2 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario and shall be treated in all respects as an Ontario contract.

17.3 None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or statement of either Party, its respective agents, servants or employees unless done so in writing signed by both Parties.

17.4 This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, successors in title, and permitted assigns.

17.5 Neither Party may assign all or any part of this Agreement without the written approval of the other Party.

17.6 The failure or delay by a Party in enforcing, or insisting upon strict performance of, any provision of this agreement does not constitute a waiver of such provision or in any way affect the enforceability of this agreement (or any of its provisions) or deprive a Party of the right, at any time or from time to time, to enforce or insist upon strict performance of that provision or any other provision of this agreement. Any waiver by a Party of any provision of this agreement is effective only if in writing and signed by a duly authorized representative of such Party. No term, agreement, provision, obligation or condition of this Agreement shall be deemed to have been waived by any Party, unless such waiver is in writing and signed by the Parties.

17.7 No waiver of any provision of the Agreement shall be deemed to or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless expressly provided.

17.8 Each Party will, at the request of the other Party, execute and deliver such additional documents and other assurances and perform or cause to be performed such further and other acts or things as may be reasonably required to give effect to and carry out the intent of this agreement.

17.9 Except as otherwise expressly provided in this agreement, all costs and expenses incurred in connection with this agreement and the matters or transactions contemplated herein are to be paid by the Party incurring such costs and expenses. If this agreement is terminated, the obligation of each Party to pay its own costs and expenses will be subject to any rights of such Party arising from a breach of this agreement by the other Party or Parties.

17.10 When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next Business Day.

17.11 This agreement constitutes the entire agreement and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter thereof, whether oral or written save and except for the existing Infrastructure, Responsibility & Cost Sharing Agreement and the Access Agreement. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties relating to the subject matter hereof except as specifically set forth in this agreement. Neither Party has relied or is relying on any other information, discussions or understandings in entering into this agreement.

17.12 The Parties have participated jointly in the negotiation and drafting of this agreement. If an ambiguity or a question of intent or interpretation arises, this agreement is to be construed as if drafted jointly by the Parties. No presumption or burden of proof should arise in respect of any Party by virtue of the drafting or inclusion of any provision of this agreement.

17.13 This agreement may be executed in any number of counterparts, each of which is an original and all such executed counterparts taken together constitute a single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will

also deliver the original counterpart to the other Party, but failure to do so does not invalidate this Agreement.

IN WITNESS WHEREOF THE PARTIES hereunto attested by the hands of the proper officers duly authorized in that behalf as of the day and year first written above.

The Corporation of the County of Grey

_____
Andrea Matrosovs, Warden

_____
Tara Warder, Clerk

The Corporation of the Municipality of West Grey

_____
Kevin Eccles, Mayor

_____
Jamie Eckenswiller, Director of Legislative Services/Clerk

SCHEDULE “A”

LEGAL DESCRIPTION OF THE PROPERTY

All those lands comprising of Part of Park Lot 9 North of South Street East Plan 500, Municipality of West Grey being Part 1 on Plan 16R-12196, being part of the lands presently bearing PIN 37320-0230 (LT)

SCHEDULE “B”

RETAINED EASEMENT TERMS

Dominant Lands:

Part of PIN 37320-0230 Part of Park Lot 9, 10 & 11 North of South Street East, Plan 500 Town of Durham, being Part 2 Plan 16R-11435; Municipality of West Grey, County of Grey

Servient Lands:

Part of PIN 37320-0230 Part of Lot 9 North of South Street East, Plan 500 Town of Durham, being Part 1 Plan 16R-12196; Municipality of West Grey, County of Grey

1. CONSTRUCTION, MAINTENANCE, REPAIR ETC.

Subject to a non-exclusive easement in perpetuity over, along, upon and through the Servient Lands for the purposes of completion of the construction and/or the inspection, maintenance, repair and/or replacement of any and all buildings, structures and site works on the Dominant Lands provided the use of the Servient Lands is not unreasonably and significantly impaired on account thereof. This easement does not restrict, impair or affect any right of future construction or use on or of any part of the Servient Lands which has the predominant right to occur despite the existence of this easement.

2. STORMWATER DRAINAGE

Subject to non-exclusive easements in perpetuity:

i. to lay down, construct, maintain, repair, replace, alter, enlarge, operate, use, and remove a system of above ground and below ground watercourses, sewers, drains, ditches, gabion stones and other drainage works for the passage of drainage water, together with such pipes, conduits, wires, above-ground accesses, manholes, catch basins, hydrants, service boxes and other appurtenances for every such purpose; and

ii. to allow the flow of surface and subsurface waters from any and all parts of the Dominant Lands to, upon, over, through, in, under and across any and all parts of the Servient Lands, including storm water flows to, upon, over, through, in, under and across any and all parts of the Servient Lands from any and all parts of the Dominant Lands together with an easement for ingress and egress by all means, including vehicles, in so far as a right of ingress and egress is necessary to the proper use of any other right granted herein.

3. HYDRO WORKS

i. Subject to a non-exclusive easement in perpetuity upon, over, in, under and across the Servient Lands for the purposes of constructing, installing, maintaining, inspecting, altering, repairing, replacing or reconstructing the Hydro Works, including but not limited to installation of a hydro pole, underground and/or overhead electrical lines, for connection to the Rockwood Terrace Development and all appurtenances or accessories;

ii. For every such purpose and for all purposes necessary or incidental to the exercise of the rights created by this easement, the County shall have access to the Hydro Works located on the Servient Tenement at all times by its servants, agents, contractors and subcontractors and its vehicles, supplies, machinery and equipment, subject to payment by the County of compensation for damage to the person entitled to such compensation caused by the construction, installation or maintenance of the Hydro Works;

GENERAL

In consideration of the transfer of the Servient Lands by the transferor (also known herein as the “Grantee”) to the transferee (also known herein as the “Grantor”), the premises herein, and other good and valuable consideration now exchanged between the transferor and transferee, the receipt and sufficiency of which they hereby acknowledge, the transferor and transferee hereby agree as follows:

A. ENUREMENT

This agreement and the rights granted herein shall pass with and extend and be annexed to, and run with and bind the Servient Tenement, as servient tenement, and every part thereof and shall also bind the Grantor and the successors, assigns, legal representatives, lessees, sublessees and licensees of the Grantor, all successors in title to all or any portion of the Servient Tenement, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Servient Tenement or of all or any portion of any existing or future building or buildings situate upon the Servient Tenement or any part thereof (all of which shall be deemed for the purposes of this Agreement to be included within the term “Grantor” as the context requires).

These presents and restrictions shall pass with, extend to, run with and benefit each and every part of the Dominant Tenement, as the dominant tenement, and shall also extend to and be enforceable by the Grantee and its successors and assigns who have acquired all or any portion of the Grantee’s interest in the Dominant Tenement, so as to enure to each and every successor and assign of the Grantee deriving all or any portion of Grantee’s interest in the Dominant Tenement (all of which shall be deemed for the purposes of this Agreement to be included within the term “Grantee” as the context requires).

B. GRANT NOT TO AFFECT POSSESSION

Nothing herein shall be construed as affecting the right of the Grantor to ownership in fee simple and possession of the Servient Tenement and the Grantor shall have the right to use and enjoy the Servient Tenement except to the extent that the use and enjoyment by the Grantor constitutes an unreasonable interference with the rights of the Grantee under this Agreement.

C. GRANTOR NOT TO CONSTRUCT UPON EASEMENT LANDS

The Grantor covenants and agrees not to hereafter erect or construct upon the Servient Tenement any building or structure, permanent or otherwise, nor hereafter plant or maintain or allow to be planted or maintained thereon, any trees, landscaping or other structure which would or could unreasonably prevent or hinder the rights of the Grantee under this Agreement. Nor shall the Grantor close in or alter the right of way herein granted, except for reasonable maintenance, without the prior written consent of the Grantee.

D. MISCELLANEOUS

If any provision of this agreement is determined by an arbitrator or a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision will be severed from this agreement and the remaining provisions will continue in full force and effect, without amendment.

The insertion of headings into this agreement are for convenience of reference only and do not form part of the agreement.

SCHEDULE “C

Temporary Access Easement Terms

1. **INGRESS AND EGRESS**

Dominant Lands: Part of PIN 37320-0230 Part of Lot 9 North of South Street East, Plan 500 Town of Durham, being Part 1 Plan 16R-12196; Municipality of West Grey, County of Grey

Servient Lands: Part of PIN 37320-0230 Part of South Street East, Plan 500 Town of Durham, being Part 6 Plan 16R-11435; Municipality of West Grey, County of Grey

Subject to a non-exclusive easement in perpetuity for pedestrian and motor vehicle ingress and egress across over, along, upon and through the Servient Lands to and from the Dominant Lands including the right of ingress to and egress from the Dominant Lands by way of and through driveways, walkways and sidewalks connecting the Servient Lands to and from public roadways. The easement hereby granted shall be exercised only along areas constructed for and designated for motor vehicle laneways and pedestrian access routes as the case may be established by the owner of the Servient Lands, acting reasonably. For further clarity, any activity on the Servient Lands will be coordinated between the Grantor and Grantee to ensure that any access does not interfere with the construction projects associated the Rockwood Terrace Development.

GENERAL

ENUREMENT

The parties hereby agree that:

1. this agreement and the rights granted herein shall pass with and extend and be annexed to, and run with and bind the Servient Tenement, as servient tenement, and every part thereof and shall also bind the Grantor and the successors, assigns, legal representatives, lessees, sublessees and licensees of the Grantor, all successors in title to all or any portion of the Servient Tenement, and any other persons, firms, corporations or organizations having at any time any right of use, occupancy or possession of all or any portion of the Servient Tenement or of all or any portion of any existing or future building or buildings situate upon the Servient Tenement or any part thereof (all of which shall be deemed for the purposes of this Agreement to be included within the term “Grantor” as the context requires); and

2. these presents and restrictions shall pass with, extend to, run with and benefit each and every part of the Dominant Tenement, as the dominant tenement, and shall also extend to and be enforceable by the Grantee and its successors and assigns who have acquired all or any portion of the Grantee’s interest in the Dominant Tenement, so as to enure to each and every successor and assign of the Grantee deriving all or any portion of Grantee’s interest in the Dominant Tenement (all of which shall be deemed for the purposes of this Agreement to be included within the term “Grantee” as the context requires).

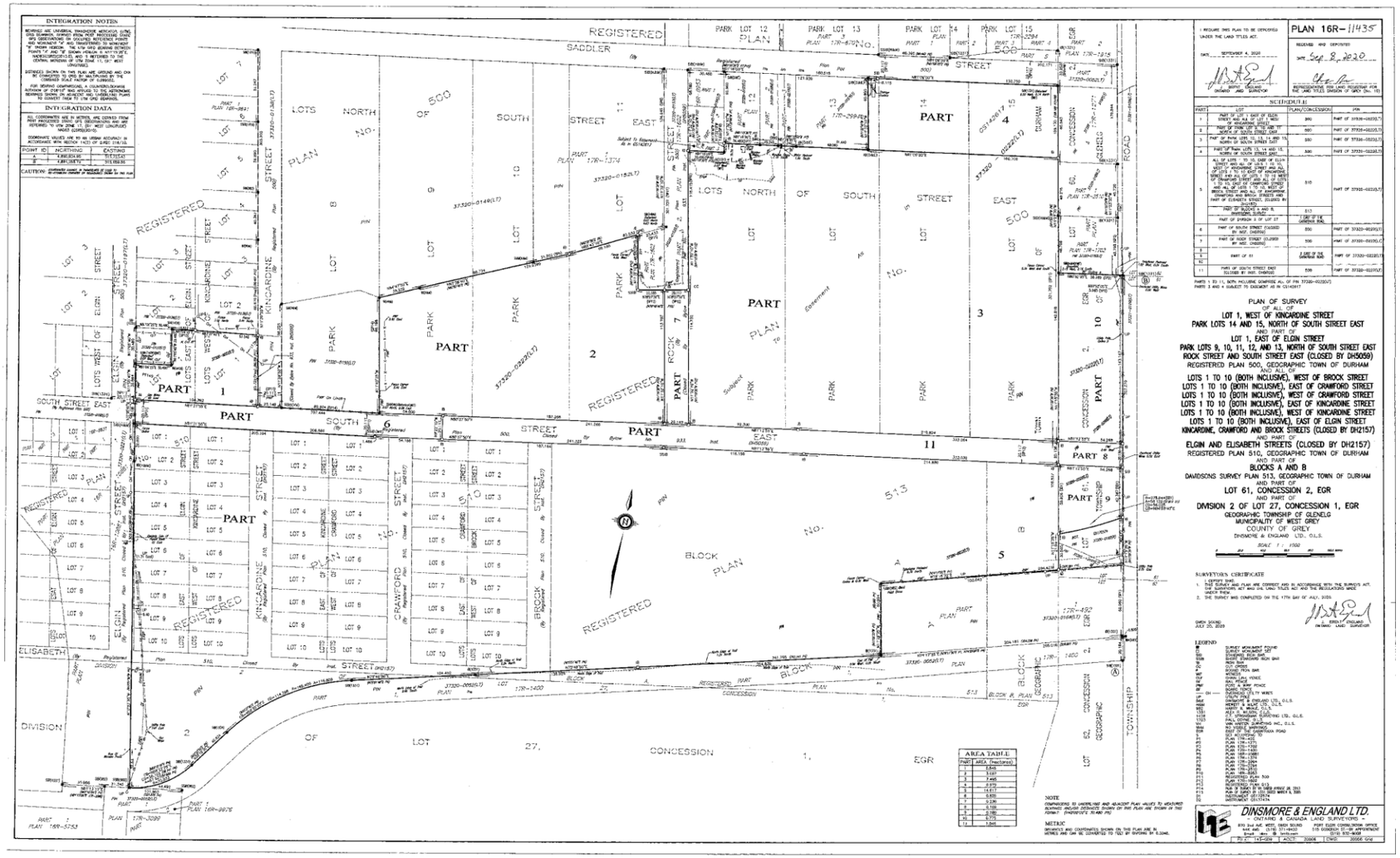
GRANT NOT TO AFFECT POSSESSION

Nothing herein shall be construed as affecting the right of the Grantor to ownership in fee simple and possession of the Servient Tenement and the Grantor shall have the right to use and enjoy the Servient Tenement except to the extent that the use and enjoyment by the Grantor constitutes an unreasonable interference with the rights of the Grantee under this Agreement.

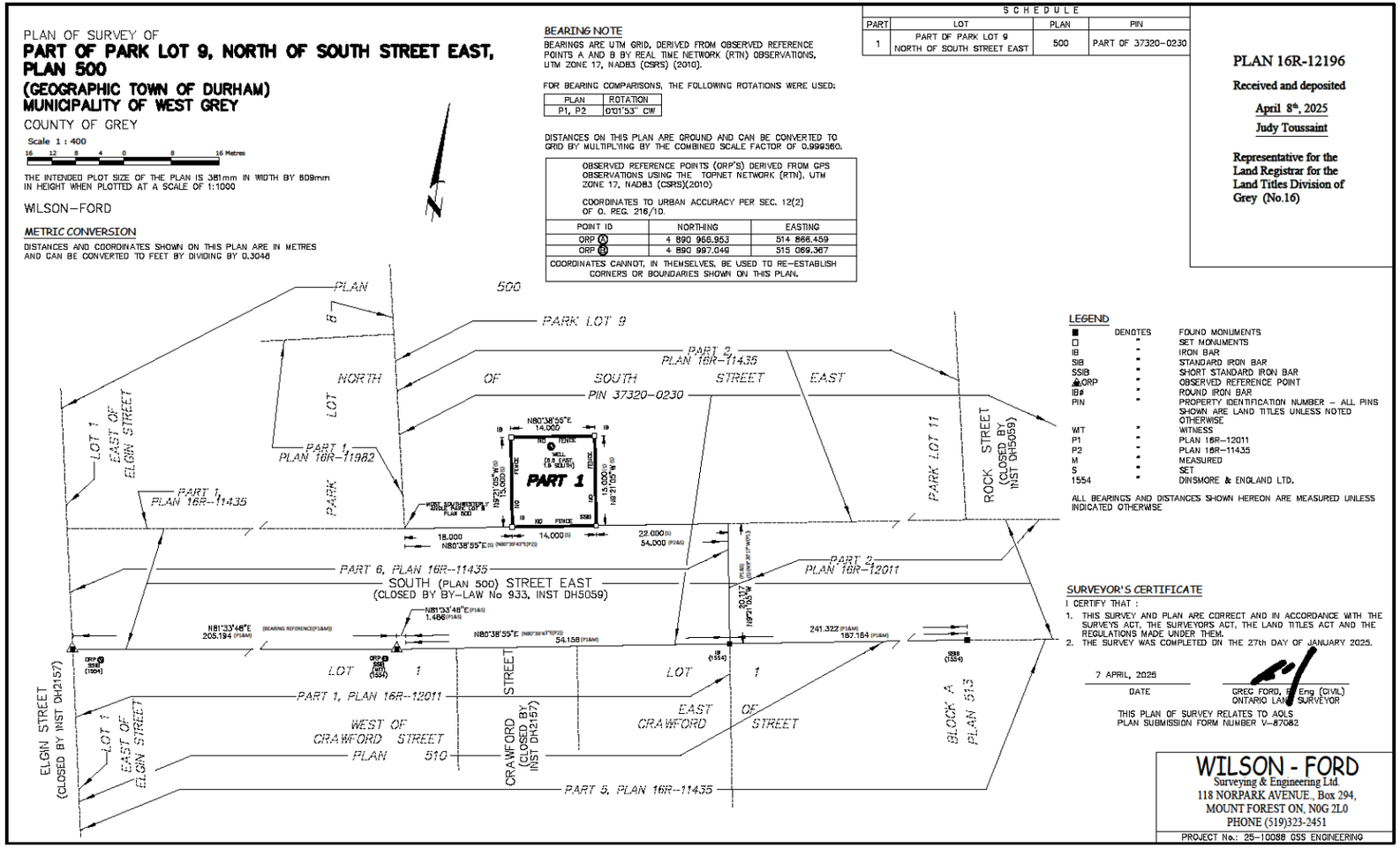
GRANTOR NOT TO CONSTRUCT UPON EASEMENT LANDS

The Grantor covenants and agrees not to hereafter erect or construct upon the Servient Tenement any building or structure, permanent or otherwise, nor hereafter plant or maintain or allow to be planted or maintained thereon, any trees, landscaping or other structure which would or could unreasonably prevent or hinder the rights of the Grantee under this Agreement. Nor shall the Grantor close in or alter the right of way herein granted, except for reasonable maintenance, without the prior written consent of the Grantee.

SCHEDULE “D”
PLAN 16R-11435



SCHEDULE “E”
PLAN 16R-12196



Corporation of the County of Grey
By-law 5242-25

A By-law to confirm all actions and proceedings of the Council

WHEREAS Section 5 of the *Municipal Act, 2001*, as amended, states that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 5 (3) of the *Municipal Act, 2001*, as amended, provides that municipal powers shall be exercised by by-law;

NOW THEREFORE BE IT RESOLVED THAT THE COUNCIL OF
THE CORPORATION OF THE COUNTY OF GREY HEREBY ENACTS AS FOLLOWS:

1. The actions of the Council of the Corporation of the County of Grey at its meetings held from June 26, 2025, to date, in respect of each recommendation contained in the Reports to Committee of the Whole, and each motion and resolution passed, and any other actions taken by Council at these meetings are hereby adopted and confirmed as if such proceedings were expressly embodied in this By-law.

2. The Warden and proper officers of the Corporation of the County of Grey are hereby authorized and directed to do all things necessary to give effect to the said action, to obtain approvals where required and to execute all documents necessary in that behalf.

ENACTED AND PASSED this 10th day of July, 2025.

_____	_____
WARDEN: Andrea Matrosovs	CLERK: Tara Warder