

County Council

Agenda

November 13, 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 October 23, 2025	3
That the minutes of the County Council meeting and Committee of the Whole meeting dated October 23, 2025, and the resolutions contained therein, be adopted as presented.	
6.b Closed Committee of the Whole meeting minutes dated October 23, 2025	
That the closed session Committee of the Whole meeting minutes dated October 23, 2025, be adopted as provided.	
7. Closed Meeting Matters	
8. Reports	
9. By-laws	12
That By-laws 5255-25 and 5256-25 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. 5255-25 - A By-law for the purchase and sale of lands in the City of Owen Sound as described as 1348 Seventh Avenue West	
ii. 5256-25 - A By-law to confirm all actions and proceedings of the Council	
10. News and Celebrations	

11. Adjournment

Minutes Council

October 23, 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. Councillor Bordignon 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; Jennifer Cornell, Director of Long-Term Care; Kevin McNab, Director of Paramedic Services; Jody MacEachern, Director of Information Technology; Mary Lou Spicer, Director of Finance/Treasurer; Savanna Myers, Director of Economic Development, Tourism and Culture; Scott Taylor, Director of Planning; and Katrina Peredun, Communications Officer.

Scott Taylor, Director of Planning, and Sue Murray, Deputy Treasurer, 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 October 9, 2025

CC72-25

Moved by: Councillor Nielsen

Seconded by: Councillor McKay

That the minutes of the County Council meeting and Committee of the Whole meeting dated October 9, 2025, and the resolutions contained therein, be adopted as presented.

Carried

Closed Committee of the Whole meeting minutes dated October 9, 2025 and Budget and Finance Committee minutes dated September 24, 2025

CC73-25

Moved by: Councillor Dobreen

Seconded by: Councillor Keaveney

That the closed session Committee of the Whole meeting minutes dated October 9, 2025 and the closed session Budget and Finance Committee minutes dated September 24, 2025, be adopted as provided.

Carried

Closed Meeting Matters

There were no closed meeting matters.

Reports

There were no reports.

By-laws

CC74-25

Moved by: Councillor Dickert

Seconded by: Councillor Paterson

That By-law 5254-25 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. **5254-25 - A By-law to confirm all actions and proceedings of the Council**

Carried

News and Celebrations

Local Government Week:

The Warden recognized Local Government Week across Ontario. She spoke to the critical element Local Government has within our government system and thanked Council, staff, and volunteers for working towards the betterment of our communities.

National Employment Disability Awareness Month:

The Warden recognized National Employment Disability Awareness month and spoke to the importance of inclusion in workplaces which strengthen companies through higher revenues and higher productivity.

MOH Service Review:

Randy Scherzer, CAO, shared positive news that the Paramedic service review conducted by the Ministry of Health was successful. He noted that a lot of work happens behind the scenes and took a moment to thank staff for their efforts. The Ministry of Health gave positive feedback in terms of professionalism, warmth, and preparedness of all paramedic staff.

Councillor Milne shared a recent highlight attending a film screening on the farmerettes titled "We Lend a Hand". He noted that two farmerettes were in attendance to speak to the work they did during and after the Second World War.

Councillor Carleton shared that the new Georgian Bluffs CAO is Ryan Thompson, who previously sat as a council members. She shared that his Council seat has also been filled Ejaye McComb, and he will join the team on November 5th.

She further shared that a movie night will be held at the Kilsyth Arena on Friday October 24th with trick or treating for kids beforehand.

Councillor Dobreen shared that the downtown Dundalk trick or treat will be held this Saturday October 25th in conjunction with the Dundalk Firehall trick or treat. The community is welcome to visit the firehall and learn about fire safety along with trick or treating at local businesses.

Councillor Eccles shared that Halloween in West Grey will be held in the afternoon on Saturday October 25th in Durham. The event is hosted by the Durham BIA, Ag Society, and West Grey Durham Lions.

He further shared that the Neustadt Craft Show will be held on Saturday November 1st at the Neustadt Arena.

He also shared that on Sunday November 2nd, the Neustadt Lions will be hosting their annual Pork and Kraut dinner.

Councillor Eccles shared this his mother was one of the farmerette's that helped to harvest crops in Niagara during the Second World War.

Councillor McQueen noted that last Friday, the South Grey Chamber of Commerce held their business awards ceremony at the Homestead Resort and congratulated all of the winners.

He further congratulated the Toronto Blue Jays on going to the World Series.

Councillor McKay shared that the Halloween in the Village event in Chatsworth will be held on Sunday October 26th from 1:00 p.m. to 3:00 p.m. put on by Ag Society.

He further congratulated an Ag Society member, Sharrie Brick, for winning volunteer of the year.

Councillor McKay also shared that new banners have been put up in Chatsworth by the Legion to recognize veterans from our area.

Councillor Keaveney shared that the Meaford Dragons Event, run by the Chamber of Commerce, will be held on November 13th.

She further shared that Lieutenant Governor Joe Tobin from the Meaford military base came to present to Meaford Council. The base has 218 staff and 1800 students. The focus going forward will be on infantry training and leadership training.

Councillor Nielsen shared that the Markdale Recreation Committee will be hosting the Boo Bash event at the Annesley Church with a movie this Friday October 24th.

He further shared that the Hanley Institute in Flesherton will be hosting their Haunted Hanley on Saturday October 25th.

He congratulated West Grey on the success of the Douglas Street Haunted House with funds going to the Durham District Food Bank.

Adjournment

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

Andrea Matrosovs, Warden

Tara Warder, Clerk

Minutes

Committee of the Whole

October 23, 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 10:22 a.m. with all members present. Councillor Bordignon participated electronically.

Declaration of Interest

There were no declarations of interest.

Business Arising from Minutes

There was no business arising from the minutes.

Delegations

There were no delegations.

Determination of Items Requiring Separate Discussion

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

Consent Agenda

The Committee noted the benefits and positive comments regarding the expansion within the manufacturing industry for Viking-Cives.

CW135-25

Moved by: Councillor Hutchinson

Seconded by: Councillor Pringle

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

Canada Post Mandate Review

That the resolution passed from the Canadian Union of Postal Workers be received for information.

FR-CW-19-25 Quarterly Purchasing Report Q3 2025

That Report FR-CW-19-25 regarding the quarterly purchasing report for Quarter 3 2025 be received for information.

PDR-CW-61-25, 42T-2023-01 East Mountain Subdivision - Information Report

That report PDR-CW-61-25 regarding a proposed plan of subdivision application (County file number 42T-2023-01), known as the East Mountain Subdivision, on lands legally described as Concession 11, Part Lot 26, Registered Plan 16R8373 Part 3, in the geographic Township of Artemesia, now in the Municipality of Grey Highlands, be received for information.

EDTC-CW-12-25 GBLIP Memorandum of Understanding with Bruce County 2025-2030

That report EDTC-CW-12-25 regarding the Grey Bruce Local Immigration Partnership Memorandum of Understanding with Bruce County 2025-2028 be received; and

That the Warden and Clerk be authorized to sign the memorandum of understanding.

PDR-CW-62-25 Information Report on County Official Plan Amendment 28 H. Bye Construction

That report PDR-CW-62-25 regarding an overview of County Official Plan Amendment 28 (County file number 42-05-010-OPA-28), known as H. Bye Construction, to redesignate a portion of lands from the 'Rural' and 'Hazard Lands' designations to the 'Industrial Business Park Settlement Area' and 'Hazard Lands' designations, on lands legally described as Part Lot 32, Concession 1, Divisions 1 and 2, and Parts 7, 8, and 9, 17R2039, and Part 1 17R2090 T/W/ GS171216; geographic Township of Normanby, now in the Municipality of West Grey be received for information.

Items For Direction and Discussion

PSR-CW-08-25 Dundalk Paramedic Base

Councillor Boddy left the meeting at 10:43 a.m. and returned at 10:45 a.m.

CW136-25

Moved by: Councillor Carleton

Seconded by: Councillor Mackey

That report PSR-CW-08-25 be received; and

That staff be directed to begin necessary background studies at the former Patrol D location in Dundalk to inform the development of a new Paramedic base at the location; and

That staff be directed to establish a project budget in advance of the 2026 budget process, of \$2,472,000 to be funded by debenture and that an RFP be issued prior to 2026 budget approval.

Carried

PDR-CW-60-25 Town of The Blue Mountains Delegated Planning Approval Authority Request

CW137-25

Moved by: Councillor Dobreen

Seconded by: Councillor Hutchinson

That report PDR-CW-60-25 regarding the Town of The Blue Mountains request for further planning approval authority delegations be received; and

That staff be directed to:

- i. **work with the Town to consult with the public,**
- ii. **to research options for delegating planning approvals for subdivisions, condominiums, and part lot control, from the County to the Town,**
- iii. **to prepare a draft memorandum of understanding for future consideration by Town and County Councils.**

Carried

LTQR-CW-22-25 Ministry Survey in Respect to Repurposing Rockwood Terrace

Committee of the Whole took a brief recess from 11:05 a.m. to 11:16 a.m.

Councillor Boddy left the meeting at 11:37 a.m. and returned at 11:39 a.m.

CW138-25

Moved by: Councillor McKay

Seconded by: Councillor Milne

That report LTCR-CW-22-25 Ministry Survey in Respect to Repurposing Rockwood Terrace Long-Term Care Home be received; and

That staff be directed to advise the Ministry of Long-Term Care that the existing Rockwood Terrace Long-Term Care Home may have potential for future redevelopment and reuse as a Long-Term Care facility; and

That any such future use be subject to further feasibility studies to assess viability; and

That staff advise the Ministry that extending the operational lifespan of the current Rockwood Terrace facility would present significant operational and financial constraints; and

That staff provide an additional response to the Ministry, alongside the survey response, that indicates that Grey County does not have capacity to operate a fourth Long Term Care facility, unless such operation has no short or long term impacts on the property tax levy; and,

That action be taken in advance of County Council approval, in accordance with Section 26.6 (b) of the Procedural By-law

Carried

Closed Meeting Matters

Council proceeded into closed session at 11:46 a.m.

CW139-25

Moved by: Councillor Paterson

Seconded by: Councillor Mackey

That the Committee of the Whole does now go into closed session pursuant to Section 239 (2) of the Municipal Act, 2001, as amended, to discuss:

- i. information explicitly supplied in confidence to the municipality or local board by Canada, a province, or territory or a Crown Agency of any of them (information supplied in confidence from the Province of Ontario)**

- ii. **a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board (negotiations with the Province of Ontario)**

Carried

Council returned to open session at 2:04 p.m.

The Warden confirmed that only the items stated in the resolution to move into closed session were discussed and that direction was provided to staff.

Other Business

CAO, Randy Scherzer, noted the upcoming deadline for ROMA Conference delegation requests as Tuesday November 18th. He asked Council to bring forward any requests to him or to the November 13th Committee of the Whole meeting.

Notice of Motion

There were no notices of motion.

Adjournment

On motion of Councillors Dobreen and Nielsen, Committee of the Whole adjourned at 2:06 p.m. to the call of the Chair.

Andrea Matrosovs, Warden

Tara Warder, Clerk

Corporation of the County of Grey

By-Law 5255-25

A By-law to Authorize the Sale of Certain Lands in the City of Owen Sound as described in Schedule 'A'

WHEREAS the Corporation of the County of Grey ("County of Grey") is the sole shareholder of Grey County and Owen Sound Housing Corporation (the "Housing Corporation");

AND WHEREAS the Council of the County of Grey, adopted the recommendations of the Committee of the Whole from its July 24, 2025, meeting authorizing the disposition of Lot 57 Plan 444, City of Owen Sound, County of Grey (the "Property");

AND WHEREAS those recommendations required that the County of Grey act as an intermediary in that disposition to create certain easements in respect of the Property in compliance with subsections 50(3)(c) and 50(5)(b) of the Planning Act;

AND WHEREAS Section 11 of the *Municipal Act*, 2001, as amended, provides that a municipality may pass by-laws respecting public assets of the municipality acquired for the purpose of exercising its authority under the Act and any other Act;

AND WHEREAS Grey County Council deems it necessary to enter into a purchase and sale agreement for the land described as Lot 57, Plan 444; City of Owen Sound, County of Grey, (1348 Seventh Ave W, Owen Sound ON, N4K 6V5) for the sale of land;

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

1. The sale of the land described in Schedule 'A' by the Housing Corporation pursuant to the Agreement of Purchase and Sale, attached hereto in Schedule 'B' (the "Agreement"), is authorized;
2. That the Corporation of the County of Grey is authorized to acquire legal title to the land described in Schedule 'A' from the Housing Corporation for the purposes of 1.) granting and obtaining the easements described therein and 2.) disposing of that title in accordance with the terms of the Agreement;
3. That the Warden and Clerk and the directors of the Housing Corporation are hereby authorized and directed to execute all documents as may be necessary to give effect to this by-law;

4. The Agreement referred to in Clause 1 is attached hereto as Schedule 'B' and forms and becomes part of this By-law; and
5. This By-law shall come into force and effect upon the final passing thereof.

ENACTED AND PASSED this 13th day of November, 2025.

DEPUTY WARDEN: Brian Milne

CLERK: Tara Warder

Schedule 'A' to By-law 5255-25

Legal Description: Lot 57 PL 444; City of Owen Sound, County of Grey

PIN: 37049-0078

Schedule 'B' to By-law 5255-25



Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Agreement of Purchase and Sale dated this 21 day of October 2025

BUYER: [REDACTED], agrees to purchase from
(Full legal names of all Buyers)

SELLER: GREY COUNTY AND OWEN SOUND HOUSING CORPORATION, the following
(Full legal names of all Sellers)

REAL PROPERTY:

Address 1348 Seventh Ave W Owen Sound on N4K6V5

fronting on the West side of Seventh Ave W

in the City of Owen Sound

and having a frontage of 60 more or less by a depth of 100 more or less

and legally described as

LT 57 PL 444 OWEN SOUND; OWEN SOUND Pin # 370490078

(Legal description of land including easements not described elsewhere)

(the "property")

PURCHASE PRICE:

Dollars (CDN\$) 290,000.00

Two Hundred Ninety Thousand Dollars

DEPOSIT: Buyer submits as otherwise described in this Agreement

(Herewith/Upon Acceptance/as otherwise described in this Agreement)

Five Thousand Dollars (CDN\$) 5,000.00

by negotiable cheque payable to Sellers Lawyer In Trust "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A & B & C attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This offer shall be irrevocable by Buyer until 6 on the 24
(Seller/Buyer) (a.m./p.m.)

day of October 2025, after which time, if not accepted, this offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the 24 day of November

2025 Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

INITIALS OF BUYER(S): [REDACTED]

INITIALS OF SELLER(S): [REDACTED]

The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

3. **NOTICES:** The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. **The Brokerage shall not be appointed or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices where the Brokerage represents both the Seller and the Buyer (multiple representation) or where the Buyer or the Seller is a self-represented party.** Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto (any of them, "Document") shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below or where a facsimile number or email address is provided herein, when transmitted electronically to that facsimile number or email address, respectively, in which case, the signature(s) of the party (parties) shall be deemed to be original.

FAX No.: FAX No.:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

Email Address: Email Address:
(For delivery of Documents to Seller) (For delivery of Documents to Buyer)

4. **CHATELS INCLUDED:**

Unless otherwise stated in this Agreement or any Schedule hereto, Seller agrees to convey all fixtures and chattels included in the Purchase Price free from all liens, encumbrances or claims affecting the said fixtures and chattels.

5. **FIXTURES EXCLUDED:**

6. **RENTAL ITEMS (Including Lease, Lease to Own):** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable:
Hot Water Tank

The Buyer agrees to co-operate and execute such documentation as may be required to facilitate such assumption.

7. **HST:** If the sale of the property (Real Property as described above) is subject to Harmonized Sales Tax (HST), then such tax shall be included in the Purchase Price. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.

INITIALS OF BUYER(S): INITIALS OF SELLER(S):

8. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 13 day of November, 2025, (Requisition Date) to examine the title to the property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the property, and that its present use (.....) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
9. **FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
10. **TITLE:** Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telecommunication services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.
11. **CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
12. **DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this offer there shall be a binding agreement of purchase and sale between Buyer and Seller. **The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.**
14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller 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 substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

INITIALS OF BUYER(S):



INITIALS OF SELLER(S):



- 15. PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at Seller's expense to obtain any necessary consent by completion.
- 16. DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O. 1990.
- 17. RESIDENCY:** (a) Subject to (b) below, the Seller represents and warrants that the Seller is not and on completion will not be a non-resident under the non-residency provisions of the Income Tax Act which representation and warranty shall survive and not merge upon the completion of this transaction and the Seller shall deliver to the Buyer a statutory declaration that Seller is not then a non-resident of Canada; (b) provided that if the Seller is a non-resident under the non-residency provisions of the Income Tax Act, the Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate.
- 18. ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.
- 19. PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage, Broker or Salesperson, for any changes in property tax as a result of a re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.
- 20. TIME LIMITS:** Time shall in all respects be of the essence hereof 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 Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
- 21. TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money shall be tendered with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the *Canadian Payments Act (R.S.C., 1985, c. C-21)*, as amended from time to time.
- 22. FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of the Seller has executed the consent hereinafter provided.
- 23. UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing urea formaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains urea formaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.
- 24. LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.
- 25. CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
- 26. AGREEMENT IN WRITING:** If there is conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.
- 27. ELECTRONIC SIGNATURES:** The parties hereto consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000, S.O. 2000, c17* as amended from time to time with respect to this Agreement and any other documents respecting this transaction.
- 28. TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S):

[Redacted Signature]

INITIALS OF SELLER(S):

[Redacted Signature]

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

29. SUCCESSORS AND ASSIGNS: The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Buyer)

(Seal)

(Date)

(Witness)

(Buyer)

(Seal)

(Date)

I, the Undersigned Seller, agree to the above offer. I hereby irrevocably instruct my lawyer to pay directly to the brokerage(s) with whom I have agreed to pay commission, the unpaid balance of the commission together with applicable Harmonized Sales Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the brokerage(s) to my lawyer.

SIGNED, SEALED AND DELIVERED in the presence of:

IN WITNESS whereof I have hereunto set my hand and seal:

(Witness)

(Seller) GREY COUNTY AND OWEN SOUND HOUSING CORPORATION

(Seal)

10/24/25

(Date)

(Witness)

(Seller)

(Seal)

(Date)

SPOUSAL CONSENT: The undersigned spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O. 1990, and hereby agrees to execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness)

(Spouse)

(Seal)

(Date)

CONFIRMATION OF ACCEPTANCE: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed

and written was finally accepted by all parties at this day of 20.....

(a.m./p.m.)

10/24/25

(Signature of Seller or Buyer)

INFORMATION ON BROKERAGE(S)

Listing Brokerage RE/MAX Grey Bruce Realty Inc. (Tel.No.)
 BRIAN WARDELL
 (Salesperson/Broker/Broker of Record Name)
 Co-op/Buyer Brokerage RE/MAX Grey Bruce Realty Inc. (519) 371-1202
 JOEL WARDELL
 (Salesperson/Broker/Broker of Record Name)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

10/24/25
 (Seller) GREY COUNTY AND OWEN SOUND HOUSING CORPORATION (Date)

(Seller) (Date)

Address for Service

(Tel. No.)

Seller's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Brokerage to forward a copy to my lawyer.

10/23/25
 (Buyer) (Date)

(Buyer) (Date)

Address for Service

(Tel. No.)

Buyer's Lawyer

Address

Email

(Tel. No.) (Fax. No.)

FOR OFFICE USE ONLY

COMMISSION TRUST AGREEMENT

To: Co-operating Brokerage shown on the foregoing Agreement of Purchase and Sale:

In consideration for the Co-operating Brokerage procuring the foregoing Agreement of Purchase and Sale, I hereby declare that all moneys received or receivable by me in connection with the Transaction as contemplated in the MLS® Rules and Regulations of my Real Estate Board shall be receivable and held in trust. This agreement shall constitute a Commission Trust Agreement as defined in the MLS® Rules and shall be subject to and governed by the MLS® Rules pertaining to Commission Trust.

DATED on this 10/24/25 day and time of the acceptance of the foregoing Agreement of Purchase and Sale.

Acknowledged by:

10/24/25

(Authorized to bind the Listing Brokerage) Brian Wardell

(Authorized to bind the Co-operating Brokerage) Joel Wardell

R The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are owned or controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with the express written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.



Schedule A

Agreement of Purchase and Sale

Form 100

for use in the Province of Ontario

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [REDACTED], and

SELLER: GREY COUNTY AND OWEN SOUND HOUSING CORPORATION

for the purchase and sale of 1348 Seventh Ave W Owen Sound
on N4K6V5 dated the 21 day of October, 2025

Buyer agrees to pay the balance as follows:

The Buyer agrees to pay and deliver the deposit, being a certified cheque payable to the Seller's Lawyer, in trust within 5 (five) days of this offer becoming firm and binding. The Seller's Lawyer is as follows

The Buyer agrees to pay the balance of the purchase price, subject to adjustments, to the Seller on completion of this transaction, with funds drawn on a lawyer's trust account in the form of a bank draft, certified cheque or wire transfer using the Lynx high value payment system as set out and prescribed by the Canadian Payments Act (R.S.C., 1985, c. C-21) as amended from time to time.

The Buyer shall have the right to inspect the property two further times before completion at mutually agreed upon times between Seller and Buyer.

The Seller agrees to supply the Buyer with any survey now in their possession before the closing date.

Buyer acknowledges having declined the opportunity for a home inspection.

Buyer does not want to make this offer conditional on Financing/Insurance.

[REDACTED]

This form must be initialed by all parties to the Agreement of Purchase and Sale.

INITIALS OF BUYER(S):

[REDACTED]

INITIALS OF SELLER(S):

[REDACTED]

 The trademarks REALTOR®, REALTORS®, MLS®, Multiple Listing Services® and associated logos are controlled by The Canadian Real Estate Association (CREA) and identify the real estate professionals who are members of CREA and the quality of services they provide. Used under license.

© 2025, Ontario Real Estate Association ("OREA"). All rights reserved. This form was developed by OREA for the use and reproduction by its members and licensees only. Any other use or reproduction is prohibited except with prior written consent of OREA. Do not alter when printing or reproducing the standard pre-set portion. OREA bears no liability for your use of this form.

COMMON DRIVEWAY EASEMENTS

Dominant Lands: PIN 37049-0078

Lot 57, Plan 444 City of Owen Sound, County of Grey

Servient Lands: Part of PIN 37049-0079

Part of Lot 58, Plan 444 City of Owen Sound, County of Grey, depicted as Part 2 on Reference Plan 16R-12235

Subject to the following non-exclusive easements in perpetuity over the Servient Lands to the benefit of the Dominant lands for a common driveway accessing both Lot 57 and Lot 58, Plan 444 City of Owen Sound, County of Grey:

- a. an easement for ingress and egress of pedestrians and vehicles of all types to and from public roads across over, along, upon and through the Servient Lands to and from the Dominant Lands; and
- b. an easement 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 the common driveway 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.

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 in this Agreement 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.

LIABILITY OF PARTIES

The parties acknowledge and agree that nothing in this agreement shall create any liability on the part of one party to the other party to this agreement (or to any of their respective employees, invitees, tenants, servants, agents, licensees, contractors and/or occupants) for any personal injury or death or property damage or loss incurred or occasioned by the exercise of the rights granted hereunder, unless resulting from the actual wilful misconduct or negligence of said party or its employees (or others to whom it is responsible for in law or otherwise), and both parties covenant to indemnify and save harmless the other and their respective successors and assigns in respect of such damage or injury.

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.

COMMON DRIVEWAY EASEMENTS

Dominant Lands: PIN 37049-0079

Lot 58, Plan 444 City of Owen Sound, County of Grey

Servient Lands: Part of PIN 37049-0078

Part of Lot 57, Plan 444 City of Owen Sound, County of Grey, depicted as Part 1 on Reference Plan 16R-12235

Subject to the following non-exclusive easements in perpetuity over the Servient Lands to the benefit of the Dominant lands for a common driveway accessing both Lot 57 and Lot 58, Plan 444 City of Owen Sound, County of Grey:

- a. an easement for ingress and egress of pedestrians and vehicles of all types to and from public roads across over, along, upon and through the Servient Lands to and from the Dominant Lands; and
- b. an easement 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 the common driveway 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.

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 in this Agreement 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.

LIABILITY OF PARTIES

The parties acknowledge and agree that nothing in this agreement shall create any liability on the part of one party to the other party to this agreement (or to any of their respective employees, invitees, tenants, servants, agents, licensees, contractors and/or occupants) for any personal injury or death or property damage or loss incurred or occasioned by the exercise of the rights granted hereunder, unless resulting from the actual wilful misconduct or negligence of said party or its employees (or others to whom it is responsible for in law or otherwise), and both parties covenant to indemnify and save harmless the other and their respective successors and assigns in respect of such damage or injury.

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 B

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: [REDACTED], and

SELLER: Grey County and Owen Sound Housing Corporation

For the purchase and sale of Lot 57, Plan 444; together with and subject to the interests described in this Schedule "B"; City of Owen Sound, County of Grey PIN: 37049-0078 dated the ____ day of _____, 2025.

LEGAL DESCRIPTION

1. The property that is the subject of this agreement is legally described as and presently bears the associated Property Identification Number(s) (PIN 37049-0078):

Lot 57, Plan 444, City of Owen Sound, County of Grey (all of PIN 37049-0078)

Together with a mutual driveway easement over Part of Lot 58, Plan 444, City of Owen Sound, County of Grey depicted as Part 2 on Reference Plan 16R-12235 (part of PIN 37049-0079)

Subject to a mutual driveway easement over that land depicted as Part 1 on Reference Plan 16R-12235 in favour of Lot 58, Plan 444, City of Owen Sound, County of Grey (all of PIN 37049-0079)

SCHEDULE C

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER: _____, and

SELLER: Grey County and Owen Sound Housing Corporation

For the purchase and sale of Lot 57, Plan 444 together with and subject to the interests described in Schedule "B"; City of Owen Sound, County of Grey PIN: 37049-0078 dated the ____ day of _____, 2025.

SELLER

1. The Seller declares and the Buyer acknowledges the following:

- a. that the Seller is a corporation wholly owned and controlled by the Corporation of the County of Grey ("Grey County"), an upper-tier municipality within the meaning of the Municipal Act, 2001;
- b. that the sale of the Property may require the creation of an interest in the land that may be subject to the subdivision control provisions of the Planning Act;
- c. that the Seller may, prior to the conclusion of this Agreement, transfer the Property or some interest in it to Grey County in order to comply with those subdivision control provisions; and
- d. that if it makes such a transfer, the Seller shall ensure that Grey County transfers the Property or the interest in it to the Buyer upon completion of this agreement.

BUYERS INDEMNITY

2. The Buyer acknowledges and agrees that it shall acquire the Property on an "As Is Where Is" basis including improvements, structures, trees and shrubs, including any encroachments except as provided in Schedule "B", and as further set out below.
3. In agreeing to purchase the Property, on an "As Is, Where Is" basis, the Buyer acknowledges and agrees that:
 - a. The Seller shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
 - b. The Seller shall have no obligations or responsibility to the Buyer after Closing with respect to any matter relating to the Property or the condition

thereof. The provisions of Section 2 and this Section 3 shall survive and not merge on Closing.

- c. The Seller 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 (collectively, "Hazardous Substances") or require removal and disposal pursuant to the provisions of any applicable legislation (all of the foregoing being hereinafter called "Environmental Matters"), and that the Buyer is relying upon its own investigations, if any, in this regard.
 - d. The Buyer 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. The Buyer covenants and agrees that, effective as of the Closing Date, the Buyer shall:
- e. forever release and covenant not to sue the Seller and its affiliates, shareholders, subsidiaries, related legal entities, and any of their elected officials, directors, officers, employees, appointees and agents with respect to anything in connection with, arising from or in any way related to:
 - i. the state and quality of title;
 - ii. the condition of the soil, subsoil, ground and surface water, or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, or any other matters in relation to the Property whatsoever, including, without limitation, compliance with any provincial or federal law or municipal by-law regulating or protecting the natural environment ("Environmental Law"), the existence of any Hazardous Substances in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances is known or unknown by the Buyer.

which release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution and shall survive and not merge on Closing; and

f. be responsible for, and hereby agree to indemnify, defend and save harmless the Seller from, any and all costs whatsoever (including, without limitation, legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims) in connection with, arising from or in any way related to the following, without limitation:

- i. the state of repair or the condition of the Property;
- ii. the state and quality of title, occupancy and current use of the Property;
- iii. any non-compliance with Environmental Law or the existence of Hazardous Substances in, on or under the Lands, the Buildings or ~~any structure or paved surface, or in any environmental medium~~ (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from or onto the Property);
- iv. any order issued by any governmental or regulatory authority in connection with the condition of the Property; or
- v. any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property.

Without limiting the generality of the foregoing, this indemnification shall specifically extend to include and cover costs incurred in connection with any claim for personal injury, death, property damage, investigation of site conditions, any clean-up, remedial, removal, monitoring or restoration work required by any governmental or regulatory authority because of any non-compliance with Environmental Law or the existence of any Hazardous Substances on the Property.

g. This Section 4 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Buyer.

5. The Buyer acknowledges that there is no express or implied warranty by the Seller on any chattels included in this Agreement of Purchase and Sale.

CONDITIONS – COUNTY COUNCIL APPROVAL

6. This Agreement is conditional, for a period of sixty (60) days from the date of acceptance of this agreement upon the municipal Council of the County, as sole shareholder of the Seller, enacting such resolutions or by-laws as may be required to approve the terms contemplated by this Agreement (the "County

Council Approval Condition"). This condition has been inserted for the sole benefit of the Seller and is a condition precedent to the obligation of the Seller to complete this Agreement on the Closing Date. If this condition is not fulfilled within the applicable time period, and the Seller fails to notify the Buyer or its solicitors in writing that such condition has been fulfilled, this Agreement shall terminate and the Seller shall refund to the Buyer the deposit paid.

GENERAL

7. The Buyer warrants to the Seller, its affiliates, shareholders, subsidiaries, related legal entities, and any of their elected officials, directors, officers, employees, appointees and agents that the Buyer is not prohibited from purchasing the property pursuant to the provisions of the Prohibition on the Purchase of Residential Property by Non-Canadians Act (Canada). The Buyer confirms that this warranty shall not merge and shall survive closing.



Corporation of the County of Grey

By-law 5256-25

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 October 23, 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 13th day of November, 2025.

DEPUTY WARDEN: Brian Milne

CLERK: Tara Warder