The Corporation of the Municipality of West Grey

By-law Number 26 - 2015

Being, a By-law to authorize the Mayor and CAO/Deputy Clerk to sign a Licence Agreement between the Municipality of West Grey and East Durham Wind, LP, to permit East Durham Wind LP, to install and/or affix infrastructure on the municipal bridge known as the "Glenelg Centre Bridge";

Now Therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:

1. That the Mayor and CAO/Deputy Clerk are hereby authorized to sign a Licence Agreement between the Municipality of West Grey and East Durham Wind LP, attached as Schedule "A" to this by-law, upon receipt of signed agreements, required security, and insurance certificate, from East Durham Wind LP.
2. That this By-law shall be deemed to come into full force and effect on the date of its passing thereof.

****

READ a first and second time this 4th day of May, 2015.

READ a third time and finally passed this 4th day of May, 2015.

(Signed)	(Signed)
Mayor – Kevin Eccles	CAO/Deputy Clerk – Larry C. Adams

Schedule "A" to By-law Number 26 - 2015

Municipality of

Licence Agreement

AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)

BUYER, **MUNICIPALITY OF WEST GREY**

agrees to purchase from

SELLER, **1872992 ONTARIO INC.**,

the following

REAL PROPERTY: LT 1 PL 507 DURHAM S/T INTEREST IN R453651; WEST GREY (PIN 37320-0178) and PT RESERVE PL 507 DURHAM; PT LOT 14 PL 507 DURHAM AS IN R551209; WEST GREY (PIN 37320-0177), hereinafter referred to cumulatively as the "property".

PURCHASE PRICE: Three Hundred and Fifteen Thousand Dollars (CDN$315,000.00) plus HST.

DEPOSIT: Buyer submits upon acceptance One Thousand Dollars (CDN$1,000.00)

by negotiable cheque payable to **THE ALLIANCE LAWYERS** to be held in trust without interest pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. Buyer agrees to pay the balance on closing in the form described in paragraph 20 below.

SCHEDULE A ……..hereto form(s) part of this Agreement.

1. **CHATTELS INCLUDED:** Reception desk and kitchen island near the front door. All other chattels to be removed at the expense of the Seller.

2. **FIXTURES EXCLUDED:** N/A

3. **RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: N/A

4. **IRREVOCABILITY:** This Offer shall be irrevocable by Buyer until 5:00 p.m. on the 8th day of April, 2016, 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.

5. **COMPLETION DATE:** This Agreement shall be completed by no later than 6:00 p.m. on the 22nd day of April, 2016. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

   ~~**NOTICES:** Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. **Only if the Co-operating Broker represents the interests of the Buyer in this transaction**, the Buyer hereby appoints the Co-operating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing. This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.~~

   ~~FAX No . . . . . (For delivery of notices to Seller) FAX No. . . . . (For delivery of notices to Buyer)~~

6. **HST:** If this transaction is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be (~~included in/~~in addition to) the Purchase Price.

   If this transaction is not subject to H.S.T., Seller agrees to certify on or before closing, that the transaction is not subject to H.S.T.

7. **TITLE SEARCH:** Buyer shall be allowed until 6:00 p.m. on the 15th day of April, 2016, (Requisition Date) to examine the title to the property at his own expense and until five (5) days prior to completion, to satisfy himself that there are no outstanding work orders or deficiency notices affecting the property, 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 Buyer or other governmental agencies releasing to Buyer details of all outstanding work orders 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 telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the present 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 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 not withstanding 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 Broker and Co-operating Broker 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 Upper Canada, the form of which is as recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office 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 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.

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 his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed with respect to the property shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller. 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:** 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 or a statutory declaration that Seller is not then a non-resident of Canada.

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. **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 their respective lawyers who may be specifically authorized in that regard.

20. **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 may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

21. **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 ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. 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.

22. **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 Seller and Buyer means Buyer. This Agreement shall be read with all changes of gender or number required by the context.

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

Dated at this day of April, 2016.

SIGNED, SEALED AND DELIVERED in the presence of:

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

. . . . . .
(Witness)

. . . . . .
(Buyer)

✹ DATE . . . . . .
(Seal)

✹ DATE . . . . . .
(Seal)

I, the Undersigned Seller, agree to the above Offer.

Dated at . . . . . this . . . . . .day of . . . . . 20. . . . . .

SIGNED, SEALED AND DELIVERED in the presence of:	IN WITNESS whereof I have hereunto set my hand and seal:	
. . . . . (Witness)	. . . . . (Seller)	✹ DATE . . . . . (Seal)
. . . . . (Witness)	. . . . . (Seller)	✹ DATE . . . . . (Seal)

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties at . . . . . a.m./p.m. this . . . . . day of . . . . . , 20. . . . . (Signature of Seller or Buyer)

ACKNOWLEDGEMENT

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

. . . . . DATE . . . . . (Seller)

. . . . . DATE . . . . . (Seller)

Address for Service: . . . . . .

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

Seller's Lawyer . . . . . .

Address . . . .

(. . .) . . . . . (. . .) . . . . . .
Tel. No. FAX No.

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

. . . . . DATE. . . . . (Buyer)

. . . . . DATE. . . . . (Buyer)

Address for Service: . . . . . .

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

Buyer's Lawyer:

William Humphrey – The Alliance Lawyers

Address: 142 10th Street West, Owen Sound

(519) 376-7450 (519) 376-4010
Tel. No. FAX No.