

Schedule “A” to By-law Number 50 – 2015

Municipality of



Gemini Canada Ltd. Agreement

Agreement
Regarding The Extension of Neustadt Industrial
Park Access Road and Utilities

This Agreement made as of the 20th day of July, 2015.

Between:

The Corporation of the Municipality of West Grey, a municipal corporation governed under the laws of the Province of Ontario,

(hereinafter referred to as "West Grey")

Of the First Part,

-- and --

Gemini Canada Ltd., a wholly-owned subsidiary of Gemini, Inc., incorporated under the laws of the State of Minnesota, USA,

(hereinafter referred to as the "Gemini")

Of the Second Part.

Whereas, West Grey is a municipality in the County of Grey and has agreed to transfer ownership of property in the Neustadt Industrial Park (identified in Schedule "B") (the "Property") in exchange for Gemini constructing the road extension and utilities, a road within and under the jurisdiction of West Grey;

And whereas, Gemini has agreed to complete the construction of the road extension and utilities at its own cost;

Now Therefore This Agreement Witnesses that in consideration of the respective covenants and agreements of the parties contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

1. Gemini hereby agrees, at its own cost, to supply all labour and material reasonably necessary to complete the extension of the access road and construct all necessary water and sewer utilities (the "Work"), identified in Schedule "A-1", to the road engineering standards of West Grey, which standards shall be provided to Gemini prior to commencement of the Work. For further certainty, Gemini shall also be responsible for any electrical utility connections and services to the Property as approved by the local electricity supplier.
2. West Grey agrees to transfer ownership of the lands identified in Schedule "B" to Gemini. West Grey shall be responsible for survey and its own legal costs associated with the transfer of ownership of the Property shown on Schedule "B" to Gemini.
3. Gemini shall complete the Work in a good and workmanlike manner and shall provide all necessary material of a type and quality acceptable to West Grey and its engineers. Gemini shall pay all engineering costs in connection with the negotiation, preparation, execution and delivery of this Agreement and completion of the Work.

4. Gemini shall be responsible for its own labour, material, liability insurance, W.S.I.B. premiums and claims, and for all other liabilities and costs that would normally be the responsibility of a road contractor doing business with West Grey. West Grey shall be shown as a named insured, and Gemini shall provide proof of such insurance prior to commencement of the Works.
5. Upon completion of the Work and at Gemini's request, West Grey's Engineer or Public Works Manager shall carry out an inspection of Work and Gemini shall make any required corrections. Once West Grey's Engineer or Public Works Manager has approved the Work and Gemini has submitted a Statutory Declaration that all accounts have been paid in connection with the Work, West Grey shall transfer title of the Property. Once the utilities are completed and approved, Gemini shall connect to said utilities.
6. In creating the Storm Water Management Plan for their development on land already owned, Gemini is allowed to utilize the property that will be transferred, upon the completion of the Work, to accommodate storm water retention. Gemini will submit the Storm Water Management Plan as part of a separate Building Permit application, and obtain all other necessary approvals.
7. After approval of the Work, West Grey will assume the road and any municipal utilities as a municipal road and municipal utilities and will be responsible for all future roadway and utility maintenance and servicing (e.g. snow plowing).
8. This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators or successors.
9. If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability attaches only to such provision and everything else in this agreement continues in full force and effect.

Schedule "A-1" to By-law Number 50 - 2015

Schedule "B" to By-law Number 50 - 2015

