

DONATION OF LAND AGREEMENT

THIS AGREEMENT made as of this 18th day of January, 2021

BETWEEN:

Everett Alexander Hall and Marylon Lynda Hall

(hereinafter called the "Donors")

-And-

The Corporation of the County of Grey

(hereinafter called the "Recipient")

WHEREAS the Donors are the registered owners of lands situated in the Township of Georgian Bluffs, in the County of Grey more particularly described in Schedule "A" hereto (the "Property");

AND WHEREAS the Property is adjacent to the Recipient's property known as Grey Roots Museum and Archives located at 102599 Grey Road 18, RR.4, Owen Sound, ON N4K 5N6 (the "County Property");

AND WHEREAS the Donors hereby agree to donate a portion of the Property to the Recipient being approximately 20 acres in size and situated immediately adjacent to the County Property.

AND WHEREAS the Recipient hereby offers to acquire the Property from the Donors 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

In this Agreement:

- 1.1 "Agreement" means this Donation Agreement and all schedules forming part of the Agreement.
- 1.2 "Business Day" means any day on which the Recipient normally conducts business.
- 1.3 "Closing" means the closing of this Transaction, including the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- 1.4 "Closing Date" means the date agreed to between the Donors and Recipient in accordance with Section 5.1 of this Agreement.
- 1.5 "Date of Acceptance" means the date the Donors approve and sign this Agreement.
- 1.6 "Donors" means Everett Alexander Hall and Marylon Lynda Hall.
- 1.7 "Irrevocable Date" means the date by which the Donors must accept the terms of this Agreement. For the purposes of this Agreement the Irrevocable Date is the date referred to in Section 3.1.
- 1.8 "Property" means property more particularly described in Schedule "A" of this Agreement.

1.9 "Purchase Price" means the total consideration as set out in Section 2.1 of this Agreement.

1.10 "Recipient" means The Corporation of The County of Grey.

2.0 Purchase Price

2.1 The Donors agree to transfer the Property to the Recipient and the Recipient agrees to accept the Property from the Donors for the Purchase Price of TWO DOLLARS (\$2.00) Canadian which shall be paid by the Recipient to the Donors for the Property, on Closing.

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

2.3 The Recipient submits upon acceptance a deposit in the amount of One Dollar (\$1.00) Canadian payable to the Donors solicitor. The deposit shall be held in trust by the Donors solicitor without interest pending completion or other termination of this Agreement and shall be credited toward the Purchase Price on closing.

2.4 The balance of the Purchase Price shall be paid prior to 4:00 p.m. on the Closing Date, by the Recipient to the Donors, by way of a cheque made payable to the Donors solicitor or as they may direct.

2.5 In recognition of the transfer of the Property to the Recipient for nominal consideration, the Recipient shall issue to the Donors a charitable donation receipt, in the Recipient's standard form, for the amount of the fair market value of the Property determined by an Opinion of Market Value issued by Scott Crowther on September 21, 2020 to be the amount of Three Hundred and Twenty Thousand Dollars (\$320,000.00), a copy of which is attached to this Agreement as Schedule "B".

3.0 Irrevocable Date

3.1 This offer shall be irrevocable by the Donors until 4:00 p.m. on the 21st day of January, 2021, after which time, if not accepted by the Recipient, this offer shall be null and void and the deposit shall be returned to the Recipient in full without interest.

4.0 HST

4.1 If the sale of the property is subject to Harmonized Sales Tax (H.S.T.), then such tax shall be in addition to the Purchase Price.

4.2 The Recipient agrees to provide to the Donors, on or before closing, confirmation that the Recipient is an H.S.T. registrant under the Excise Tax Act, in a form satisfactory to the Donors to the effect that the Recipient shall remit as required by the Excise Tax Act any H.S.T. payable in respect of the sale of the Property and shall indemnify the Donors in respect of any H.S.T. so payable.

5.0 Closing Date

5.1 This Agreement shall be completed by no later than 4:30 p.m. on the 5th day of February, 2021. Upon completion, vacant possession of the property shall be given to the Recipient unless otherwise provided for in this Agreement.

6.0 Recipients Indemnity

6.1 The Recipient acknowledges and agrees that:

- a) It has satisfied itself with respect to the applicable land use regulations and agrees to purchase 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 Donors.
- c) It is acquiring the Property in an "As Is Where Is" basis, including improvements, structures, trees and shrubs.

6.2 In agreeing to purchase the Property in an "As Is Where Is" basis, the Recipient acknowledges and agrees that:

- a) The Donors makes no representations to the Recipient as to the zoning of the Property or any improvements or structures, whether for the intended use or otherwise.
- b) The Donors shall have no responsibility whatsoever to remedy any defect, comply with any work order or complete any unfinished work.
- c) The Donors 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"). The Recipient is relying upon its own investigations, if any, in this regard. From and after the Closing Date, the Property shall be the sole risk of the Recipient, and the Seller, its successors and assigns, will have no further liability in respect of any Environmental Matters. The Recipient covenants and agrees that this covenant shall survive and not merge on closing of this transaction, to indemnify and save harmless the Seller in respect of any claims, demands, losses, damages, in any way related directly or indirectly to any Environmental Matters and in respect of orders or claims, charges or requirements whatsoever of any Municipal, Provincial, Federal or other governmental body, board, commission, authority, department or Ministry, or employees, officials or representatives thereof.
- d) The Recipient 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.

6.3 The Recipient covenants and agrees that, effective as of the Closing Date, the Recipient shall forever release the Donors 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. The Recipient, its successors and assigns, hereby agree to indemnify and hold harmless the Donors, 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 the Recipient's interest in the Property.

7.0 Risk

- 7.1 From and including the Closing Date, the Property shall be entirely at the risk of the Recipient and the Recipient 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.

8.0 Warranties, Representation and Covenants

- 8.1 The Recipient agrees to accept title to the Property subject to municipal requirements, including building and zoning by-laws, easements for hydro, gas, telephone and similar services to the Property or any part thereof, and to restrictions and covenants that run with the Property or any part thereof, including but not limited to:
- a) All registered and unregistered easements existing at the date of acceptance of this Agreement;
 - b) Existing by-law(s);
 - c) Other agreements and restrictions on title to the extent that they have been complied with;
 - d) Any encroachment or location of existing fencing which differs somewhat from the property lines as surveyed; and
 - e) Any existing environmental conditions or contamination to the site.
- 8.2 The Donors warrant and represent to the Recipient that the Donors are not non-residents of Canada within the meaning and intended purpose of Section 116 of the Income Tax Act, R.S.C. 1985, c.1.
- 8.3 Any information provided by the Donors or its agents and any comments made by the Donors, its employees, agents or consultants are for the assistance of the Recipient in allowing it to make its own inquiries. The Donors make no representations or warranties as to, and take no responsibility for, the accuracy or completeness of any information they have provided to the Recipient.
- 8.4 The Donors make no representations to the Recipient regarding the title to or the condition of the Property.
- 8.5 The Donors agree to provide vacant possession of the Property to the Recipient on the Closing Date, unless otherwise agreed to in writing by the Donors and Recipient.

9.0 Discharge

- 9.1 The Donors agree to discharge any existing mortgages, liens, or other encumbrances now registered against the Property on or before the Completion Date at the Donors expense.

10.0 Preparation of Transfer/Deed Documents

- 10.1 The Transfer/Deed of the Land will be prepared by the Recipient including the Affidavit of Residence and Value of the Consideration ("Land Transfer Tax Affidavit").
- 10.2 The Recipient 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. The Recipient shall pay its own legal costs and registration costs. The Recipient agrees to cover all reasonable legal costs of the Donors associated with this transfer.

11.0 Electronic Registration

- 11.1 Where the Property is in an area where electronic registration is mandatory and the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, c. L.4, and the Electronic Registration Act, S.O. 1991, c.44, and any amendments thereto, the Donors and Recipient acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein and the release thereof to the Donors and Recipient 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 closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of the latest Document Registration Agreement recommended from time to time by the Law Society of Upper Canada.

12.0 Closing Deliverables

- 12.1 Subject to the provisions of this Agreement, the Donors covenant that they shall execute or cause to be executed and shall deliver or cause to be delivered to the Recipient or the Recipient's solicitor on or before the Closing Date, each of the following:
- a) Vacant possession of the Property, subject to an existing tenancy by Sharedon Farms Ltd. Operated by Don Curry and Sharon Curry to cultivate the Property with a crop of winter wheat to be harvested no later than August 31, 2021;
 - b) An executed Transfer/Deed of Land in registrable form duly executed by the Donors in favour of the Recipient (save for any Land Transfer Tax Affidavit);
 - c) Direction regarding the payment of funds;
 - d) Statement of Adjustments, which will be deliverable at least five (5) business days prior to the Closing Date;
 - e) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing; and

- f) Such other deeds, conveyances and other documents contemplated in this Agreement or as the Recipient or its solicitors may reasonably require in order to implement the intent of this Agreement.

12.2 Subject to the provisions of this Agreement, the Recipient shall execute or cause to be executed and shall deliver or cause to be delivered to the Donors or the Donors Solicitor on or before the Closing Date:

- a) Certified cheque or bank draft made payable to Donors solicitor for the balance of the Purchase Price due on the Closing Date;
- b) Direction regarding title, if necessary;
- c) Undertaking to re-adjust the statement of adjustments, if necessary, upon written demand following closing.
- d) HST Declaration and Indemnity, as contemplated in Section 4.2, if applicable;
- e) Such other resolutions and other documents as the Sellers or their solicitors may reasonably require in order to implement the intent of this Agreement.

13.0 Time

13.1 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 Donors and the Recipient or by their respective solicitors who are hereby expressly appointed in this regard.

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 the Recipient:

595 9th Avenue East
Owen Sound, ON N4K 3E3
Attention: Lacey Thompson, Contract and Real Estate Coordinator
Telephone Number: 519-372-0219 ext. 1390

And to the Recipient's Solicitor at:

The Alliance Lawyers
142 10th Street West
Owen Sound, ON N4K 3P9
Attention: Rob Robinson
Telephone Number: 519-376-7450

For the Donors:

Everett and Marylon Hall
177470 Concession 5, RR.3
Owen Sound, ON N4K 5N5
Telephone Number: 519-371-0683
Email: hall@bmts.com

And to the Donors Solicitor at:

A Wilford Professional Corporation
Allen Wilford
153 8th Street East
Owen Sound, ON N4K 1K9
Attention: Allen Wilford
Telephone: 519-371-8170

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 if

- a) delivered personally on a business day, then on the day of delivery;
- b) sent by prepaid registered post, then on the second day following the registration thereof;
- c) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
- d) sent by facsimile or email, upon confirmation of successful transmission of the notice.

15.0 Counterparts

15.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

16.0 Headings

16.1 The headings inserted into this Agreement are inserted for convenience only and shall not be used as a means of interpreting this Agreement.

17.0 Enforceability

17.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any provision hereof and any such invalid or unenforceable provision shall be deemed to be severable.

18.0 Governing Law

18.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.

19.0 Amendment of Agreement

19.1 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 and signed by both parties.

20.0 Successors and Assigns

20.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

20.2 Neither party may assign all or any part of this Agreement without the prior written approval of the other party.

21.0 No Waiver

21.1 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.

21.2 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.

22.0 Dispute Resolution

22.1 A dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through 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.

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

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.

Everett Alexander Hall

Witness

Marylon Lynda Hall

Witness

The Corporation of the County of Grey

Selwyn Hicks, Warden

Heather Morrison, Clerk

We have Authority to Bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

All those lands comprising Part of Lot 10 Concession 2 Derby being Part 1 16R-11398;
Township of Georgian Bluffs, County of Grey.

Part of Roll No.: 4203 540 001 16200

Part of PIN: 37065-0539.

SCHEDULE "B"



OPINION OF MARKET VALUE

September 21, 2020

To Whom it May Concern:

In accordance with your request, this is an opinion of the market value for PIN 370650539, 20 acre parcel of land located in the former Derby Township.

All data gathered throughout my investigation are from reliable sources and based of comparative sales of the neighbouring area. Market value is defined as the probable price at which a property would sell for at the date of evaluation, when reasonable time is allowed to find a purchaser.

I, Scott Crowther, in my professional opinion, as a realtor, conclude that the value of this land on the open market would be \$320,000.00.

Yours truly,

Scott Crowther
Sales Representative