

This Agreement

made in duplicate this 1st day of April, 2025

between:

The Corporation of the County of Grey

(herein called the "County")

- and -



(herein called the "Owner")

WHEREAS the Owner owns a parcel of land situated in the City of Owen Sound in the County of Grey; adjacent to County Road 1.

AND WHEREAS the County wants to purchase, and the Owner is agreeable to sell part of the land for road widening purposes to accommodate intersection improvements in the area.

NOW THEREFORE in consideration of the purchase price of **\$2.00**, to be paid by the County to the Owner, which sum is agreed to be the fair market value of the lands, and the covenants herein, receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

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

- "Business Day" means a day on which the County's administrative office in Owen Sound is open for the conduct of administrative business;
- "Purchase Price" means the purchase price as defined in the recitals above;
- "Reference Plan" means the Survey insofar as it depicts the Purchased Parcel (as that term is defined below) as deposited in the Land Registry Office for the Land Titles Division of Grey (No. 16), as a reference plan; and
- "Survey" means the draft plan of survey attached hereto as Schedule "A".

The following schedule is attached to this agreement and forms part of it

- "Schedule "A": draft plan of survey of Part of Park Lot 14, Range 1 West of the River, City of Owen Sound;

The Owner agrees to sell to the County, a parcel of land with a total area of 0.0091 acres more or less and being legally described as Part of Park Lot 14, Range 1 West of the River, City of Owen Sound, in the County of Grey depicted as Part 3 on the Survey attached, being Part of PIN 37051-0245 (LT) (the "Purchased Parcel").

The Purchase Price shall be payable to the Owner upon full satisfaction of the Owner's responsibilities under this agreement.

Additional Details: The Owner shall permit the County and its engineers, surveyors, consultants, contractors, employees, or other authorized representatives to enter onto the Purchased Parcel at any time to complete such inspections, surveys, or tests required by the County. The Owner further authorizes the County's surveyor to deposit the Reference Plan in the Land Registry Office. The County agrees to defend,

indemnify, and hold harmless the Owner for any and all liability arising as a result of its engineers, surveyors, consultants, contractors, employees, and any other authorized representative or invitees, entering onto any portion of the Purchase Property.

The Owner agrees to provide the County with a valid Transfer/Deed of Land conveying unencumbered title to, and releasing all claims in respect of, the Purchased Parcel. The Transfer/Deed of Land shall be prepared at the expense of the County. The County shall bear all costs with respect to the creation of the Survey and the deposit of the Reference Plan.

The Owner shall obtain release of any existing mortgage or other encumbrance on the purchased parcel and additional lands. The Owner represents that spousal consent is not necessary to this transaction under the provisions of the Family Law Act (Ontario), unless the Owner's spouse has executed the consent below. The Owner represents that the Owner is not a non-resident of Canada within the meaning of the *Income Tax Act*.

The obligation of the County to complete the transaction contemplated by this agreement shall be conditional upon County Council passing a motion approving the acquisition of the Purchased Parcel.

The transaction shall be completed on or before a date which is the latter of: (i) ninety (90) Business Days after the date of this agreement; or (ii) thirty (30) Business Days following deposit of the Reference Plan, unless otherwise agreed to in writing between the parties.

If this transaction is subject to Harmonized Sales Tax such tax shall be included in the Purchase Price.

The heirs, executors, administrators, successors in title and assigns of the Owner are bound by the terms of this agreement.

In witness, the parties have signed, sealed and delivered this agreement.

The Corporation of the County of Grey

Andrea Matrosovs, Warden

Tara Warder, Clerk

I have authority to bind the Corporation

