

# TRANSFER AGREEMENT

**THIS AGREEMENT** effective as of the 25<sup>th</sup> day of June, 2024.

**B E T W E E N:**

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**

**- AND -**

**THE CORPORATION OF THE TOWNSHIP OF ADELAIDE METCALFE**

(collectively referred to as the "**Parties**")

WHEREAS:

- A. The Corporation of the County of the Middlesex (hereinafter referred to as the "**County**") is an upper-tier municipality as defined by the *Municipal Act*, 2001, SO 2001, c. 25;
- B. The Corporation of the Township of Adelaide Metcalfe (hereinafter referred to as the "**Adelaide Metcalfe**") is a lower-tier municipality in the Province of Ontario, as defined by the *Municipal Act*;
- C. The County obtained federal funding for providing Electric Vehicle Charging Stations to local municipalities, including Adelaide Metcalfe;
- D. The County is the current owner of one (1) EV Charger, identified as EV Charger #AAB-26434 (hereinafter referred to as the "**Asset**").
- E. The Asset was installed by J.D. Electric Inc. in Adelaide Metcalfe at the Parking Lot at Kerwood Park near the new washroom facing the road and shrub marked by municipal signage.
- F. The County wishes to transfer and Adelaide Metcalfe wishes to acquire ownership of the Asset on the terms and conditions hereinafter set forth.
- G. The Parties have determined that Adelaide Metcalfe will acquire ownership of the Assets on June 27, 2024 at 4:00PM (the "**Closing**") for TEN CANADIAN DOLLARS (\$10) and for other good and valuable consideration, including the covenants herein.

**NOW THEREFORE** this Agreement witnesseth that in consideration of the covenants and conditions hereinafter, the Parties hereby agree with the following:

1. The above recitals are true and hereby incorporated into this Agreement by reference.
2. The County hereby transfers, assigns, and sets over to Adelaide Metcalfe and Adelaide Metcalfe agrees to acquire from the County, on the terms and conditions hereafter contained, as of the Effective Date all rights, title, interest, and obligations with respect to the Asset.

3. The transaction shall close at June 27, 2024 at 04:00PM.
4. Adelaide Metcalfe has had a sufficient period to review the Asset and confirm that the Asset is sufficient for transfer. The County shall have no further obligation to perform under this Agreement.
5. The County represents and warrants to Adelaide Metcalfe that:
  - a) The County is the sole owner of the Asset with good and marketable title, free and clear of all encumbrances;
  - b) The County has no outstanding liabilities, liens, judgments, or obligations that directly or indirectly affect the Asset;
  - c) All taxes related to the Asset have been paid in full;
  - d) The County holds a fiduciary duty in the best interests of the Adelaide Metcalfe and shall in no way conduct any action that would disrupt the on-going status of the Asset's value or condition. This obligation shall continue until the Closing;
  - e) To the County's knowledge, there are no current legal proceedings, or pending investigations against the County or brought by the County affecting the Asset; and
  - f) The County has the power and authority to transfer the Asset to Adelaide Metcalfe.
6. Adelaide Metcalfe represents and warrants to the County that:
  - a) Adelaide Metcalfe has the power and authority to acquire the Asset from the County; and
  - b) All actions, proceedings, instruments, and documents required to carry out this Agreement, or incidental thereto, and all other related legal matters shall have been approved by Council for Adelaide Metcalfe.
7. The Parties acknowledge that, as of the date of this Agreement, the Asset has not been adversely affected in any material way as a result of any fire, accident, flood, or other casualty or act of God. In the event that any fire, accident, flood, or other casualty or act of God occurs before Closing, the County shall assign or pay over to Adelaide Metcalfe the proceeds of any insurance or any condemnation proceeds with respect to any casualty involving the Asset that occur after the date hereof.
8. Upon Closing, Adelaide Metcalfe shall be responsible for any loss, damage, upgrades, replacement, or maintenance of the asset.
9. Upon Closing, the Asset shall no longer remain the property of the County. The Parties agree that the County shall no longer be responsible for any loss, damage, upgrades, replacement, or maintenance of the Asset.
10. Adelaide Metcalfe agrees to jointly and severally indemnify and hold the County harmless from any and all claims of any nature whatsoever.
11. Any information that is obtained by Adelaide Metcalfe through the County shall be returned if there is no Closing.
12. A bill of sale shall be delivered at the Closing that shall transfer the Asset mentioned in this Agreement and free and clear of all encumbrances. The County shall include any and all certificates and titles with the transfer of the Asset to be placed in the name of Adelaide Metcalfe.

13. If a dispute arises under this Transfer Agreement, the Parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Middlesex County. Any costs and fees other than legal fees associated with the mediation shall be shared equally by the Parties. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration in Middlesex County pursuant to the *Arbitration Act*, 1991, S.O, c 17.
14. This Acknowledgment & Agreement constitutes the entire agreement between the Parties pertaining to the transfer of the Asset and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. The Parties acknowledge that there are no representations, warranties, or other agreements between the Parties in connection with the subject matter of this Transfer Agreement and that no Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Transfer Agreement. Except as amended in writing, the terms of this Transfer Agreement shall remain in full force and effect.
15. This Agreement shall enure to the benefit of and be binding upon the Parties hereto.
16. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements.
17. This Agreement and the rights of the Parties hereunder shall be governed by and construed according to the laws of the Province of Ontario.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS THEREOF** this Agreement has been executed by the Parties hereto on the date(s) set out below and the Parties Agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

**THE CORPORATION OF THE COUNTY OF MIDDLESEX**

June 25, 2024

Address for Service:  
Administration Offices  
399 Ridout Street North  
London, ON N6A 2P1

\_\_\_\_\_  
Per: Cara Finn, Director of Economic Development  
*I have delegated authority from Council to bind the Corporation*

**THE TOWNSHIP OF ADELAIDE METCALFE**

June \_\_\_\_, 20

Address for Service:  
2340 Egremont Drive  
RR#5 Strathroy, Ontario  
Strathroy, ON N7G 3H6

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Per: Morgan Calvert, CAO  
*I have delegated authority to bind the Corporation*