

## **MEMORANDUM OF UNDERSTANDING**

Between: THE CORPORATION OF THE COUNTY OF DUFFERIN ("**County**") and THE CORPORATION OF THE TOWN OF ORANGEVILLE ("**Town**"). The County and the Town are collectively referred to as the "**Parties**" and each a "**Party**".

Re: Edelbrock Centre – Town of Orangeville Transit Hub

Date: \_\_\_\_\_, 20\_\_\_\_

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### **Background**

A. Pursuant to a donation agreement attached hereto as Schedule "A" and dated as of October 13, 2011 between Wilhelm Edelbrock ("**Donor**") and the County (the "**Donation Agreement**"), the County is eligible to receive title to the lands municipally described as 37 Hillside Drive and 30 Centre Street, Orangeville, Ontario (the "**Edelbrock Centre Lands**");

B. Subject to the terms of the Donation Agreement, the County will receive freehold title to the Edelbrock Centre Lands on or before October 13, 2026;

C. For the period prior to the conveyance of freehold title, the County is the tenant of the Edelbrock Centre Lands pursuant to the lease attached hereto as Schedule "B" dated December 8, 2011 between the Donor, as landlord, and the County, as tenant (the "**Lease**");

D. The Town is studying the feasibility of redeveloping the portion of the Edelbrock Centre Lands shown cross-hatched on the plan attached hereto as Schedule "C" (the "**Transit Hub Lands**") as a new transit transfer terminal for the Town's municipally owned transit system serving the Town (the "**Purpose**");

E. In accordance with the terms of the MOU, the Town and the County agree to pursue negotiation of an agreement(s) to document the proposed development of the Transit Hub Lands.

### **Agreement**

The following are the basic terms as agreed by the Parties:

1. **Recitals:** The Parties confirm that the "Background" recitals set forth above are true and correct.
2. **Definitive Agreements:** Following mutual execution of this MOU the Parties agree to prepare an easement agreement and other related agreements required to execute the transactions contemplated herein for the period after October 13, 2026. (the "**Definitive Agreements**"). Such Definitive Agreements will contain customary representations and warranties, indemnities, conditions, covenants and agreements appropriate to the documents being negotiated.
3. **Confidentiality:**

- (a) **“Confidential Information”** is defined as non-public technical, business, marketing, proprietary, trade secret, personal or other information in any form (oral, written or electronic) reasonably understood to be confidential. Each Party agrees to take reasonable precautions to protect the other Party’s Confidential Information and not to use or disclose it to any third party, except to those of the receiving Party’s employees and contractors who need such access for purposes consistent with the Project and who owe the receiving Party an obligation of confidentiality. No Party shall be bound by confidentiality obligations if the Confidential Information (i) is required to be disclosed pursuant to court or regulatory order, provided that, the Party compelled to such disclosure provides notice to the other Party, to the extent possible, to enable such other Party the opportunity to limit the extent of disclosure; (ii) was known to such Party prior to receiving same from the disclosing Party, free of any restrictions; (iii) is learned from a third party under no apparent, implied or assumed duty of confidentiality and is not otherwise protected under law; or (iv) becomes part of the public domain other than as a result of a breach of this section and is not otherwise protected under law.
- (b) The Parties will each take reasonable precautions not to disclose the Confidential Information of the Project to any third party unless pursuant to the terms of this MOU.
- (c) The Parties will each take reasonable precautions not to disclose the Confidential Information of the Project to any third party unless pursuant to the terms of this MOU.

4. **Donation Agreement:**

- (a) The Parties acknowledge the Donation Agreement contains conditions restricting the permitted use of the Edelbrock Centre Lands.
- (b) It shall be a condition of the Definitive Agreements that any necessary approvals, if any, are obtained from the Donor for the use contemplated in this MOU and the Sublease (as defined below) contemplated herein.
- (c) The County shall be responsible for obtaining any necessary consents from the Donor, if any.

5. **Development of Transit Hub vision of Development Responsibilities:**

- (a) The Town shall be responsible for all elements of the planning, construction, permitting, development and operation of the proposed transit hub.
- (b) The County agrees to use commercially reasonable efforts to support the proposed development provided such development is in compliance with the Purpose and the terms of the Definitive Agreements.
- (c) The Transit Hub Lands shall be subleased by the County to the Town in accordance with the term sheet attached hereto as Schedule “D”. Following the transfer of freehold ownership of the Edelbrock Centre Lands to the County pursuant to the Donation Agreement, the sublease shall transition to an easement from the County to the Town.

- (d) Prior to the Town expanding the use of transit hub to serve areas outside of the Town or the use of the transit hub by privately owned transit companies, the consent of the County shall be required.
- (e) Prior to execution of the Definitive Agreements the County shall provide the Town and its contractor(s) access to the Transit Hub Lands for the purpose of inspections, surveying, testing and other pre-construction planning that would be undertaken in support of such efforts as are consistent with the Purpose "**Preparatory Work**"). Any Preparatory Work shall be done at the risk of the Town and in compliance with all applicable laws and other legal requirements. The Town shall, in advance of any access event or Preparatory Work, notify the County in writing of same and the Vendor shall be entitled to have its representatives present. With respect to such Preparatory Work, the Town shall indemnify and save the County harmless from all losses, costs, claims, third party actions, damages and expenses which the County may suffer as a result of same. The Town covenants and agrees to repair any damage occasioned by such access and Preparatory Work.
- (f) The County shall consent to and execute, if necessary, as a consenting party only, all documents reasonably presented to it by the Town which may be required to obtain any necessary rezoning, building permits or other permits required in connection with the development of the Transit Hub, including without limitation any development agreement, collateral agreement or site plan agreement, or any other similar agreement required by any governmental body having jurisdiction over the Transit Hub Lands. The County's covenants contained in the previous sentence shall be subject to the County being satisfied, acting reasonably, that:
  - (i) any such applications or proposed agreements or other matters are consistent with the Purpose;
  - (ii) the County will not be responsible or liable for any claims, costs or charges associated therewith; and
  - (iii) any and all costs, charges, liens or obligations incurred or arising in connection with any such preliminary applications, agreements or other matters shall be personal to the Town only and shall not affect, encumber, attach to or run with the County's interest in the Edelbrock Centre Lands.

6. **General:**

- (a) This MOU may be executed in counterparts by manual or electronic means, each of which so executed and delivered, whether in original or electronically, shall be deemed to be an original and which such counterparts together shall constitute one and the same agreement and notwithstanding their date of execution shall be deemed executed on the date hereof.
- (b) This MOU sets forth the entire agreement of the Parties with respect to the matters set forth herein at the date hereof and replaces all prior agreements and understandings with respect to the matters set forth herein.

- (c) This MOU is intended as an expression of interest to enter into the Definitive Agreements to give effect to the Project and is not intended to create legally binding obligations on the Parties. As such, this MOU shall not constitute a binding agreement, save and except for the provisions contained under the heading entitled "Confidentiality" which provision is intended to and shall be legally binding on the Parties, enforceable against and by each of the parties.
- (d) The invalidity or unenforceability of any provision of this MOU or any covenant herein shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this MOU shall be construed as if such invalid or unenforceable provision or covenant were omitted.
- (e) Either Party may assign this MOU to such Party's affiliate, as "**affiliate**" is defined in subsection 1(4) of the *Business Corporations Act* (Ontario).
- (f) This MOU shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- (g) The Parties undertake to execute and deliver such other documents, papers, matters and assurances that may be reasonably required and requested to carry out the intent of this MOU.
- (h) This MOU shall be interpreted pursuant to the laws of Ontario and the laws of Canada applicable therein.
- (i) Each of the Parties acknowledge that it has been recommended to them and that they have had the opportunity to each seek independent legal advice prior to executing this MOU.

[Signature page follows]

**FOR VALUE** received each of the undersigned agrees with the terms and conditions set forth above, effective as of the date and year first written above.

**THE CORPORATION OF THE COUNTY OF  
DUFFERIN**

By: \_\_\_\_\_

*I have authority to bind the corporation.*

**THE CORPORATION OF THE TOWN OF  
ORANGEVILLE**

By: \_\_\_\_\_

*I have authority to bind the corporation.*

## **SCHEDULE A**

[NTD: Attach Donation Agreement]

## **SCHEDULE B**

[NTD: Attach Lease]

## **SCHEDULE C**

[NTD: Attach plan showing Transit Hub Lands]

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