

2.

A G R E E M E N T

THIS AGREEMENT made this 8th day of October, 1998

B E T W E E N:

THE CORPORATION OF THE TOWNSHIP OF VERULAM

(herein referred to as "Verulam")

Party of the First Part

- and -

THE A. SHEILA BOYD FOUNDATION

(herein referred to as the "Foundation")

Party of the Second Part

WHEREAS by a deed made the 18th day of June, 1984 the lands described in Schedule "A" attached were conveyed to The Corporation of the Village of Bobcaygeon, The Corporation of the Township of Verulam, and, The A. Sheila Boyd Foundation, a company incorporated under the laws of the Province of Ontario, each as to an undivided one-third interest;

AND WHEREAS by a deed registered the 12th day of August, 1996 as Instrument No. 0332827, The Corporation of the Village of Bobcaygeon did transfer its interest in the property described in Schedule "A" to The Corporation of the Township of Verulam, and, The A. Sheila Boyd Foundation;

AND WHEREAS the parties to this agreement wish to reduce to writing the terms of an agreement reached between them;

NOW THEREFORE this agreement witnesseth as follows:

1. The building located upon the lands described in Schedule "A" shall be known as the "Boyd Building".
2. Verulam shall have:
 - (a) exclusive use of that portion of the Boyd Building which

- it occupied as of August 1996,
- (b) exclusive use of the vault in the central area of the Boyd Building together with access thereto during normal office hours,
 - (c) exclusive use of the Council Chambers at the rear of the building and previously used by Council for the Village of Bobcaygeon and inclusive use of the hallways, and washrooms, and
 - (d) exclusive use of the storage room and attic to be shared.
3. The Foundation shall have exclusive use of that portion of the Boyd Building which it occupied as of August 1996. Verulam and the Foundation shall agree upon the use of the central section of the Boyd Building that was previously used as the office for the Village of Bobcaygeon subject to the rights of Verulam as outlined in paragraph number 2 above.
4. The costs of maintaining the property described in Schedule "A" including the maintenance costs of the Boyd Building shall be shared as follows:
- (a) Verulam shall pay all maintenance costs relating to that portion of the Boyd Building which Verulam shall occupy by the terms of this agreement.
 - (b) the Foundation shall pay all maintenance costs relating to that portion of the Boyd Building which the A. Sheila Boyd Foundation shall occupy as a result of this agreement.
 - (c) Verulam and the Foundation shall share equally the costs of:
 - (i) maintaining the balance of the interior of the Boyd Building,
 - (ii) maintaining the exterior of the Boyd Building,
 - (iii) maintaining the balance of the property described in Schedule "A",
 - (iv) the insurance premium for insuring the Boyd Building and the property, and
 - (v) heating the Boyd Building
5. In the event that either Verulam or the Foundation shall vacate the property described in Schedule "A" including the Boyd Building (herein referred to as the "Vacating Party"), then the Vacating Party shall forthwith convey for five (5) dollars its interest in the property described in Schedule "A" to the other party (the "Remaining Party") and the Remaining Party shall simultaneously release the Vacating Party from the terms of this agreement and indemnify the Vacating Party from every future liability relating to the property described in Schedule "A" including the Boyd Building.
6. The Remaining Party after releasing and indemnifying the Vacating Party shall have the exclusive ownership of the property described in Schedule "A" including the Boyd

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Building, and shall thereby have the exclusive right to sell or otherwise dispose of all or any part of same.

7. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their duly authorized officers.

THE CORPORATION OF THE TOWNSHIP OF VERULAM



Per: Neil D. Oliver
Neil Oliver - Reeve

Per: Gladys Harkness
Gladys Harkness - Clerk

Dated the 28th day of September, 1998.

THE A. SHEILA BOYD FOUNDATION

(Seal)

Per: Barbara McFadzen
Barbara McFadzen - President

Per: Carolyn Warren
Carolyn Warren - Secretary

Dated the 8th day of October, 1998. We have the authority to bind the Foundation

SCHEDULE "A"

FIRSTLY:

ALL AND SINGULAR THAT CERTAIN PARCEL OF TRACT OF LAND, situate, lying and being in the Village of Bobcaygeon, in the County of Victoria, and Province of Ontario, and being composed of Part of Block "M" on Plan 11 of said Village registered in the Registry Office for the Registry Division of the County of Victoria, more particularly described as follows:

PREMISING that William Street has a bearing of North 18 degrees 43 minutes West, and relating all bearings herein thereto;

COMMENCING at a point on the North limit of Lot 4 in the East half of the 6th Range on said Plan 11 distant thirty-three (33) feet Easterly from the North-West angle thereof;

THENCE North 18 degrees 43 minutes West along the Eastern limit of a lane, one hundred and one decimal seven five (101.75) feet;

THENCE North 71 degrees 17 minutes East one hundred and fifty-nine decimal seven two (159.72) feet to the northerly production of the west limit of William Street;

THENCE South 18 degrees 43 minutes East one hundred and one decimal seven five (101.75) feet to the North-East angle of Lot 4.

THENCE South 71 degrees 17 minutes West one hundred and fifty-nine decimal seven two (159.72) feet more or less to the point of commencement.

SECONDLY:

ALL AND SINGULAR THAT CERTAIN PARCEL OR TRACT OF LAND, situate, lying and being in the Village of Bobcaygeon, in the County of Victoria, and Province of Ontario, and being composed of Part of Lot 4 in the East half of the 6th Range on Plan 11 of said Village registered in the Registry Office for the Registry Division of the County of Victoria, more particularly described as follows:

PREMISING that William Street has a bearing of North 18 degrees 43 minutes West and relating all bearings herein thereto.

COMMENCING at a point on the North limit of the said Lot 4 distant thirty-three (33) feet Easterly from the North-West angle thereof;

THENCE South 18 degrees 43 minutes East along the Eastern limit of a lane forty-seven decimal three five (47.35) feet;

THENCE North 71 degrees 17 minutes East one hundred and fifty-nine decimal seven two (159.72) feet more or less to the East limit of said Lot 4;

THENCE North 18 degrees 43 minutes West along the West limit of William Street forty-seven decimal three five (47.35) feet to the North-East angle of said Lot 4;

THENCE South 71 degrees 17 minutes West one hundred and fifty-nine decimal seventy two (159.72) feet less to the point of commencement. The subject lands are shown on a Plan of Survey by Robert B. Stinson, O.L.S., dated April 3rd, attached to instrument number 83646.

THE ABOVE DESCRIPTION BEING THE SAME DESCRIPTION AS DESCRIBED IN INSTRUMENT NUMBER 195972.