

THIS AGREEMENT made effective the 1st day of January, 2020.

BETWEEN:

COUNTY OF WETASKIWIN NO. 10
(hereinafter referred to as the "**Vendor**")

AND:

SOUTH PIGEON LAKE REGIONAL WASTEWATER COMMISSION
(hereinafter referred to as the "**Purchaser**")

GENERAL CONVEYANCE

WHEREAS:

A. The Vendor has agreed to transfer the assets and lands described in Phase 2 of the South Pigeon Lake Regional Wastewater project, as more particularly described in Schedule "A" hereto (hereinafter referred to as the "**Assets**") to the Purchaser and the Purchaser has agreed to purchase the Assets from the Vendor; and

B. The Vendor has entered into a master transfer agreement deemed effective the 10th day of April, 2018 (the "**Master Transfer Agreement**") with the Purchaser and this General Conveyance is being executed and delivered in accordance with Section 2.2(b) of the Master Transfer Agreement; and

C. The Vendor and Purchaser entered into a General Conveyance Agreement on January 1, 2019 for the transfer of Phase 1 Assets of the South Pigeon Lake Regional Wastewater project before the Phase 2 project was complete.

NOW THEREFORE in the accordance with the Master Transfer Agreement, as well as the covenants and agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. CONVEYANCE

The Vendor, pursuant to and for the sum of ONE (\$1.00) DOLLAR plus any applicable taxes paid by the Purchaser to the Vendor, hereby transfers the Phase 2 Assets to the Purchaser and assigns, transfers, conveys and sets over to the Purchaser the entire right, title, estate and interest of the Vendor in and to the Assets for the Purchaser to have and to hold absolutely, together with all benefit and advantage to be derived therefrom.

2. EFFECTIVE TIME

This Conveyance shall be effective at and as of the 1st day of January, 2020.

3. ASSUMPTION BY PURCHASER

The Purchaser hereby assumes all obligations respecting the ownership, maintenance and operation of the Assets from and after the effective date of this Agreement.

4. DEFINED TERMS

All capitalized terms in this Agreement, unless otherwise defined herein, shall have the same meanings ascribed to them respectively in the Master Transfer Agreement.

5. SUBORDINATE DOCUMENT

This Agreement is executed and delivered by the parties hereto pursuant to and for the purposes of the provisions of the Master Transfer Agreement. The provisions of the Master Transfer Agreement shall prevail and govern in the event of a conflict between the provisions of the Master Transfer Agreement and this Agreement.

6. ENUREMENT

This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective trustees, receivers, receiver-managers, successors and assigns.

7. FURTHER ASSURANCES

Each party hereto will, from time to time and at all times hereafter, at the request of the other party but without further consideration, take or refrain from taking all such action and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms hereof.

8. PREAMBLE INCORPORATED

The parties hereby confirm and ratify the matters contained and referred in the preamble to this Agreement and agree that the same are expressly incorporated into and form part of this Agreement.

9. COUNTERPARTS

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be effective on the date first above written.

COUNTY OF WETASKIWIN NO. 10

Per: _____(Reeve)

Per: _____(CAO)

**SOUTH PIGEON LAKE REGIONAL
WASTEWATER COMMISSION**

Per: _____(Chair)

Per: _____ (Manager)

SCHEDULE "A"

The Assets consist of the following:

1. Phase 2 of The South Pigeon Lake Regional Wastewater Line, consisting of:
 - (a) Gravity Line and Associated Fixtures:
 - (b) Forcemain Line and Associated Fixtures:

2. Pidde Lift Station (Lift Station #3):
 - (a) Pursuant to a Transfer of Land to be executed by the County, that land legally described as follows:

PLAN 1920038
BLOCK 1
LOT 1
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 0.346 HECTARES (0.85 ACRES) MORE OR LESS
 - (b) All facilities and appurtenances located at the above noted lands used for the operation of the South Pigeon Lake Regional Wastewater Line.