

## **McKay Lease Agreement**

### **Corporation of the Municipality of West Grey**

#### **By-law Number 113 - 2018**

**Being** a By-law to authorize the Mayor and CAO/Deputy Clerk to enter into a lease/option agreement between the Municipality of West Grey and Mary A. McKay;

**WHEREAS** the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a lease/option agreement with Mary A. McKay, being the owner of lands described as East Part Lot 15, Concession 10, in the Municipality of West Grey (formerly the Township of Glenelg);

**Now therefore the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. **That** the Mayor and CAO/Deputy Clerk are hereby authorized to sign a lease/option agreement with Mary A. McKay, a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **That** By-law No. 53-2014 is hereby repealed.
3. **That** this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 1<sup>st</sup> day of October, 2018.

Read a third time and finally passed this 1<sup>st</sup> day of October, 2018.

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Kevin Eccles, Mayor

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Mark Turner, Clerk

**Schedule "A" to By-law Number 113 - 2018**

**Municipality of**



**Lease/Option Agreement**

This Lease Agreement made in triplicate this 1<sup>st</sup> day of October, 2018.

Formatted: Superscript

Between:

**Mary A. McKay** of the Municipality of West Grey (Former Glenelg), in  
the County of Grey

hereinafter called the "McKay"  
of the first part

-and-

**The Corporation of the Municipality of West Grey**

Hereinafter called the "West Grey"  
of the second part

WHEREAS McKay is the owner of the East Part Lot 15, Concession 10, of the Municipality of West Grey (former Township of Glenelg), in the County of Grey, containing 50 acres more or less (the "Lands").

AND WHEREAS West Grey is the owner of the West Half of Lot 15 Concession 10 (former Township of Glenelg) and is using said their lands for the purposes of extracting aggregates and McKay has agreed to allow West Grey permission to gain access through the Lands off Glenelg Road 23,

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants hereinafter contained the parties hereto agree each with the other as follows:

1. McKay agrees to rent to West Grey a part of the Lands for a temporary road and use of the existing entrance to extract aggregate.
2. West Grey hereby agrees to pay to McKay:
  - (a) Rent for part of the Lands for a temporary road and use of the existing entrance to extract aggregate for the next 5 years from the abutting property described as West Part Lot 15, Concession 10, (former Township of Glenelg) shall be in an aggregate amount calculated as follows: By West Grey paying the annual property taxes for the Lands on McKay's behalf plus additional rent of \$2,000.00 annually, payable upon the 1<sup>st</sup> day of January in each year of the following years- 2018, 2019, 2020, 2021 and 2022 inclusive. The additional rent will be adjusted annually by an increase in an amount equal to the increase in the Consumer Price Index (for only Ontario) ending December 31<sup>st</sup> of each year
3. In addition, McKay hereby grants to West Grey, in consideration of the sum of FIVE (\$5.00) DOLLARS, now paid by West Grey to McKay (receipt of which is hereby acknowledged) a first right of refusal to purchase the Lands which right may be exercised as follows: Should McKay or her successors, heirs, executors, or assigns decide to sell or in any way dispose of the Lands or any

part thereof, they shall first notify West Grey of this decision and thereafter advise West Grey of any acceptable Offers to Purchase or acquire or transfer the Lands or any part thereof (the "Notice") and shall allow West Grey seven (7) days following the giving of such notice to Offer to Purchase the Lands or such part thereof as in the Notice upon the same terms and conditions.

The Notice shall be given in writing by McKay delivering a copy of any acceptable Agreement of Purchase and Sale personally to the Clerk of the Corporation of the Municipality of West Grey at its Municipal Office at 402813 Grey Road 4, R.R.#2 Durham, Ontario N0G 1R0.

A notice of exercise of West Grey's right shall be given in writing to McKay either by personal delivery or mailing same by ordinary post to their last known address or to an address advised by McKay in the Notice.

Following the exercise of this right as set out above, West Grey shall have thirty (30) days to examine the title at its own expense and the closing date shall be forty five (45) days following the exercise of this right.

It shall be McKay's responsibility to cause to be prepared and deliver a registerable Transfer/Deed to the Lands, free and clear of all encumbrances.

It shall be the responsibility of West Grey to erect a page wire fence along the property line through the disturbed area of the pit prior to the expiration of this agreement.

4. This Agreement shall enure to the benefit of and be binding upon the parties hereto their successors, heirs, executors, administrators and assigns.
5. Time shall in all respects be the essence of this Agreement.
6. This Agreement may be registered on the Lands.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
in the presence of )  
)  
)

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Mary A. McKay

THE CORPORATION OF THE  
MUNICIPALITY OF WEST GREY

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Kevin Eccles, Mayor

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Laura Johnston, CAO/Deputy  
Clerk

