

McKay

Corporation of the Municipality of West Grey

By-law Number 53 - 2014

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 **That** By-law No. 20-2009 is hereby rescinded.
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 6th day of August, 2014.

Read a third time and finally passed this 6th day of August, 2014.

(Signed)
Kevin Eccles, Mayor

(Signed)
Larry C. Adams, CAO/Deputy Clerk

Schedule "A" to By-law Number 53 - 2014

Municipality of



Lease/Option Agreement

This Lease/Option Agreement made in triplicate this 21st day of July, 2014.

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

hereinafter called "McKay"
"LESSOR/OPTIONOR"
of the first part

-and-

The Corporation of the Municipality of West
Grey

Hereinafter called "West Grey"
"LESSEE/OPTIONEE"
of the second part

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

AND WHEREAS McKay has agreed to allow West Grey to establish and operate a Licensed Gravel Pit upon the following terms and conditions:

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

1. McKay agree to lease West Grey the lands and premises set out in Schedule "A" hereto being East Part Lot 15, Concession 10, in the Municipality of West Grey (Glenelg), in the County of Grey, which lands have been approved as a Licensed Gravel Pit.
2. West Grey hereby agrees to pay to McKay:
 - (a) rent of \$1.00 per month commencing the 1st day May 2013 and on the first day of each consecutive month thereafter to and including the 1st day of April, 2018 or such sooner time as this Agreement may be terminated or the option as hereafter set out is exercised;
 - (b) fees for the removal of gravel amounting to \$.1.25 per cubic yard, such fee to be re-negotiated every 5 years from May 1st, 2013 while this lease/option Agreement is in effect.
 - (c) fees for the use of the existing entrance to extract aggregate for the next 20 years from the abutting property described as West Part Lot 15, Concession 10, in the amount of paying the annual property taxes plus \$1750.00 annually, effective upon commencement of extraction by West Grey from the West Part Lot 15, Concession 10 (Watson Pit).

3. West Grey shall bear the responsibility and pay all the costs required for obtaining the necessary licenses to operate a Licensed Gravel Pit up on the said lands as set out in Schedule "A" hereto including applying for an official plan amendment, rezoning the property, surveying the property, obtaining the License pursuant to the provisions of the Aggregate Resources Act, June 1997, and amendments thereto.
4. West Grey shall assume full responsibility for the management and operation of the Pit and shall be at liberty to operate it on the days and times that it shall decide.
5. West Grey hereby undertakes, covenants and agrees to maintain the security deposit with the Treasurer of Ontario pursuant to Section 11 of the said Pits and Quarries Control Act and to properly operate the Pit as described by the provisions of the said Aggregate Resources Act, June 1997, and regulations thereto; and to indemnify and save harmless McKay from any acts, causes of action, or claims arising from the operation of the said Pit.
6. West Grey shall apply for the Pit License and the licensee shall be "The Corporation of the Municipality of West Grey Glenelg Pit".
7. West Grey hereby agrees to meet any conditions attached to the license or imposed upon the Pit or its operation by the Ministry of Natural Resources and/or The Ontario Aggregate Resources Corporation.
8. West Grey hereby agrees to maintain records of all gravel removed and to provide copies of such records to McKay each month.
9. McKay hereby grants to West Grey, inconsideration 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 option to purchase the lands and premises set out in Schedule "A" hereto which option may be exercised as follows. Should McKay or her successors, heirs, executors, or assigns decide to sell or in any way dispose of the said lands as set out in Schedule "A" hereto 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 the property and shall allow West Grey seven (7) days following the giving of such notice to Offer to Purchase the property upon the same terms and conditions.

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.

Notice of acceptance by West Grey shall be given in writing to McKay either by personal delivery or mailing same by ordinary post to their last known address.

Following the exercise of this option 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 option.

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

10. This Agreement shall ensure to the benefit of and be binding upon the parties hereto their successors, heirs, executors, administrators and assigns.
11. Time shall in all respects be the essence of this Agreement.

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)
)
)

Mary A. McKay

THE CORPORATION OF THE
MUNICIPALITY OF WEST GREY

Kevin Eccles, Mayor

Larry C. Adams, CAO/Deputy
Clerk