

# The Corporation of the Township of Huron-Kinloss



## BY-LAW No.

**2025 - 28**

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Being a By-Law to Authorize the Signing of a Lease Agreement with Gerald Murray for the property known as the Gravel Pit Farm in the Township of Huron-Kinloss

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**WHEREAS** Section 8(1) and 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provide that the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues and has the capacity, rights, powers and privileges of a natural person for the purposes of exercising its authority under this or any other Act;

**AND WHEREAS** the Council of The Corporation of the Township of Huron-Kinloss deems it expedient to enter into an lease agreement with Gerald Murray for the lands known as the Gravel Pit Farm being the pasture at North Half Lot 20, Concession 4 and Part Lot 20, Concession 5 of the former Township of Kinloss as per Report No. PW 2025-09;

**NOW THEREFORE** the Council of The Corporation of the Township of Huron-Kinloss **ENACTS** as follows;

1. That the Corporation of the Township of Huron-Kinloss hereby authorizes Staff to enter into an Agreement with Gerald Murray, which is attached as Schedule "A" and forms part of this By-law.
2. That the Mayor and Clerk are hereby authorized to sign on behalf of the Council for The Corporation of the Township of Huron-Kinloss, any contracts and other documents required to authorize the agreement amendment, and to affix the corporate seal of the Township of Huron-Kinloss.
3. That this By-law shall come into full force and effect upon its final passage.
4. That this by-law may be cited as the "2025 Gravel Pit Farm Agreement By-law".

**READ a FIRST and SECOND TIME** this 17<sup>th</sup> day of March, 2025.

**READ a THIRD TIME and FINALLY PASSED** this 17<sup>th</sup> day of March, 2025.

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Mayor

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Clerk

**THIS INDENTURE** made this 17<sup>th</sup> day of March, 2025 in pursuance of The Short Forms of Leases Act.

B E T W E E N:

**THE CORPORATION OF THE TOWNSHIP OF HURON-KINLOSS**

Hereinafter called the "Landlord"

OF THE FIRST PART

- and -

**GERALD MURRAY**

Hereinafter called the "Tenant"

OF THE SECOND PART

**IN CONSIDERATION** of the rents, covenants and agreements hereinafter contained and reserved on the part of the Tenant, the Landlord hereby leases to the Tenant, to occupy and use for agricultural and related purposes, the following described property.

1. **PROPERTY DESCRIPTION**

**ALL and SINGULAR** that certain parcel or tract of land and premises situate, lying and being the pasture at North Half Lot 20, Concession 4, and Part Lot 20, Concession 5, of the former Township of Kinloss, now in the Township of Huron-Kinloss, in the County of Bruce, in the Province of Ontario and consisting of 60 acres, more or less, of pasture land, as shown on Schedule "A" attached to and forming part of this Lease (the "Lands").

2. **GENERAL TERMS OF LEASE**

2.1 **Annual Lease** - The term of this lease shall be five (5) years commencing on the 1<sup>st</sup> day of January 2025 and ending on the 31<sup>st</sup> day of December, 2029. Either party may terminate the lease by giving ninety (90) days' notice. Such notice shall be given in writing.

2.2 **Review and Renewal of Lease** – This lease may only be renewed upon the execution of a renewal lease agreement by both parties hereto. Provided this lease is and has remained in good standing, the Tenant shall have the first option to renew the lease by providing a written request to the Landlord on or before October 1, 2024. The terms and provisions of the renewal lease shall be satisfactory to the Landlord in its sole discretion. If a renewal lease has not been negotiated and executed by both parties on or before November 1, 2024, the Landlord shall be at liberty to tender the lease for the Lands or enter into negotiations with any other party for the lease of the Lands.

2.3 **Amendments and Alterations** - Amendments and alterations to this lease shall be in writing and shall be signed by both the Tenant and the Landlord.

2.4 **No Partnership Intended** - It is particularly understood and agreed that this lease shall not be deemed to be nor intended to give rise to a partnership relation.

- 2.5 **Transfer of Property** - If the Landlord should sell or otherwise transfer title to the Lands, it will do so subject to the provisions of this lease or provide written notice of termination as per section 2.1.
- 2.6 **Right of Entry** - The Landlord reserves the right for itself, its agents, employees or assigns to enter the Lands at any reasonable time to: a) consult with the Tenant; b) make repairs, improvements and inspections; c) (after notice of termination of the lease is given) do work, none of which is to interfere with the Tenant in carrying out regular farm operations.
- 2.7 **No Right to Sublease** - The Landlord does not convey to the Tenant the right to lease or sublet any part of the Lands or to assign the lease to any person or persons whomsoever.
- 2.8 **Binding on Heirs** - The provisions of this lease shall be binding upon heirs, executors, administrators and successors of both Landlord and Tenant in like manner as upon the original parties, except as provided by mutual written agreement.
3. **AMOUNT OF ANNUAL CASH RENT**
- 3.1 The annual rent payable for the Lands under the terms of this lease shall be \$2,000.00 plus HST. The tenant shall also deposit \$2,000.00 annually with the Landlord for revitalization of the Lands.
- 3.2 **Payment of Rent:** The Tenant agrees to pay rent bi-annually, in equal installments, which shall be due on the first day of July and the first day of December, in each year of this agreement. The annual deposit shall be made with the July rent installment.
- 3.3 If rent is not paid when due, the Tenant agrees to pay interest on the amount of unpaid rent at the rate then charged by the Landlord for overdue property taxes.
- 3.4 During the term of the lease the Tenant agrees to undertake at his own expense the revitalization of the pasture lands by means of brush/shrub/tree removal, plowing, fertilization and seeding. Upon completion of the above works to the satisfaction of the Director of Public Works, in his sole discretion, the Landlord agrees to refund the deposit made by the Tenant for revitalization of the Lands.
- 4.0 **The Tenant agrees:**
- 4.1. To allow any incoming Tenant or purchaser to enter upon the Lands and have reasonable privileges and rights-of-way to work on the Lands.
- 4.2. To pay rent to the Landlord.
- 4.3. Not to remove, alter or change the style or position of any building or fence on the Lands without the consent of the Landlord in writing.
- 4.4. To use diligence to prevent noxious weeds from going to seed on the Lands.
- 4.5. To control soil erosion as completely as practicable, keep in good repair all terraces, open ditches, inlets and outlets of tile drains; preserve all established watercourses or ditches including grassed waterways; maintain all ponds; and refrain from any operation or practice that will injure such structures.

- 4.6. Upon the termination of this lease, to pay the Landlord reasonable compensation for any damages to the farm for which the Tenant is responsible.
- 4.7. A maximum of 50 (fifty) head of cattle shall be pastured on the Lands, with total weight thereof not to exceed 30,000 pounds.
- 4.8. Cattle shall be delivered to the Pasture Farm no earlier than May 1<sup>st</sup> of the year and removed no later than October 15<sup>th</sup> of the year.
- 4.9. The Tenant shall be responsible for his cattle, for providing veterinary services, salt, mineral, and fly protection and shall hold the Landlord harmless for any injury or damage caused by or to his cattle by whatever means.
- 4.10. The Landlord assumes no responsibility for lost, stolen, dead or otherwise unaccounted for cattle.
- 4.11. The Tenant shall provide and maintain throughout the term of this lease liability insurance in a form and amount satisfactory to the Landlord.
- 4.12. The Tenant shall fully comply with all laws, regulations and by-laws during the term of this Lease.

**5.0 The Landlord agrees:**

- 5.1. To give quiet possession of the Lands to the Tenant.
- 5.2. The Landlord shall give to the Tenant a right-of-way over lands owned by the landlord which abut the Lands for the purpose of allowing the Tenant to plant, care for or harvest the crops on the leased premises if such a right-of-way is necessary and such right-of-way shall cease upon the termination of this lease.

**6.0 The Landlord and Tenant both agree:**

- 6.1. Not to obligate the other party. Neither party hereto shall pledge the credit of the other party hereto for any purpose whatsoever without the consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- 6.2. Nothing in this lease shall confer upon the Tenant any right to minerals underlying the Lands, but same are hereby reserved by the Landlord together with the full right to enter upon the premises and to bore, search, and deposit excavated rubbish, and with full liberty to pass over said premises with vehicles and lay down and work any railroad track or tracks, tanks, pipelines, power lines and structures as may be necessary or convenient for the above purpose. The Landlord agrees to reimburse the Tenant for actual damage he may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming this property when development or mineral resources interferes materially with the Tenant's opportunity to make a satisfactory return.
- 6.3. It is further agreed that wherever the singular and masculine are used in this indenture shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

7.0

**ARBITRATION OF DIFFERENCES**

All matters in difference in relation to this agreement and to the farm shall be referred to the arbitration of a single arbitrator, if the parties hereto agree upon one; otherwise to three arbitrators, one to be appointed by each party and a third to be chosen by the first two named before they enter upon the business of arbitration. The award and determination of such arbitrator or arbitrators, or any two of such three arbitrators, shall be binding upon the parties hereto and their respective heirs, executors, administrators and assigns.

**IN WITNESS WHEREOF** the Township has hereunto affixed its corporate seal under the hands of its Mayor and Clerk and the Tenant has hereunto set his hand and seal.

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

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 ) **THE CORPORATION OF THE**  
 ) **TOWNSHIP OF HURON-KINLOSS**  
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 ) Mayor – Don Murray  
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 ) Clerk – Jennifer White  
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 ) Tenant – Gerald Murray

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Witness: