

# MEMORANDUM OF UNDERSTANDING FOR REGIONAL AGRICULTURAL LEARNING AND DEMONSTRATION SITE

THIS AGREEMENT made this                    day of                    , 2021,

between:

**The Corporation of the County of Grey**

(referred to in this Agreement as the “County”),

-And-

**Owen Sound Agricultural Society**

(referred to in this Agreement as the “OSAS”);

-And-

**Chatsworth Agricultural Society**

(referred to in this Agreement as the “CAS”);

-And-

**Everett Alexander Hall and Marylon Lynda Hall**

(referred to in this Agreement as the “Halls”);

WHEREAS the Halls own certain lands situated in the Township of Georgian Bluffs in the County of Grey (the “Property”);

AND WHEREAS the County owns land adjacent to the Property (“Grey Roots Lands”);

AND WHEREAS the Halls wish to donate a portion of the Property approximately 20 acres in size located immediately adjacent to the Grey Roots Lands (the “Donated Lands”) to the County for use by the OSAS and CAS;

AND WHEREAS OSAS and CAS intend to lease the Donated Lands from the County for the purpose of developing a Regional Agricultural Learning and Demonstration Site (“RALDS”);

AND WHEREAS OSAS, CAS, and the County intend to enter into various final agreements to facilitate said lease and development of the RALDS;

NOW THEREFORE in consideration of the covenants contained herein, the Parties mutually agree as follows:

## 1.0 Definitions

In this Agreement:

- 1.1 “Agreement” means this Memorandum of Understanding and all attached schedules, including all future written amendments to the Agreement and all renewals of this Agreement.
- 1.2 “Agricultural Societies” means the Owen Sound Agricultural Society and the Chatsworth Agricultural Society collectively.
- 1.3 “Donated Lands” means property legally described as Part of Lot 10 Concession 2 Derby being Part 1 on reference Plan 16R-11398, Township of Georgian Bluffs, County of Grey.  
Part of Roll No.: 4203 540 001 16200  
Part of PIN: 37065-0539.
- 1.4 “Final Agreement(s)” means as contemplated in section 3.2 of this Agreement.
- 1.5 “Grey Roots” means Grey Roots Museum and Archives.
- 1.6 “Grey Roots Lands” means property legally described as Part of Lot 10 Concession 2 Derby being Part 1 16R-7844, subject to an interest in R448161; Township of Georgian Bluffs, County of Grey.  
Roll No.: 42 03 540 001 15310  
PIN: 37065-0536.
- 1.7 “Grey Roots Staff” means Grey County’s Director of Economic Development, Tourism & Culture and the Manager of Grey Roots Museum and Archives or their designate.
- 1.8 “Parties” means the parties to this Agreement, being The Corporation of the County of Grey, Owen Sound Agricultural Society, Chatsworth Agricultural Society and Everett and Marylon Hall collectively, each being a “Party”.
- 1.9 “Property” means the property legally described as Part of Lot 10 Concession 2 Derby as in R119847 Except Part 1, 2 & 3 16R-5250 & Plan 792; Subject to an Easement in Gross over Part 1 16R-9902 as in GY41976; Township of Georgian Bluffs, County of Grey.

Roll No.: 4203 540 001 16200

PIN: 37065-0539.

1.10 “RALDS” means the Regional Agricultural Learning and Demonstration Site.

## 2.0 Term

2.1 Subject to section 6.5 below, this Agreement shall be effective as of the date of execution up to the entry into the Final Agreements as contemplated in section 3.2.

## 3.0 Intent

3.1 The Parties intend that this Agreement will set out with enough particularity the nature of the relationship between the parties with respect to the RALDS.

3.2 The Parties will negotiate among themselves, as appropriate, those formal agreements called for in this Agreement (each being a “Final Agreement” and collectively the “Final Agreements”).

3.3 Except for those matters specifically set out in section 6.1– Binding Provisions, this Agreement is not a binding agreement and neither this Agreement nor any subsequent conduct of the parties shall give rise to, evidence, or create any legally binding obligation of any Party or thereby create any liability on the part of any Party to any other Party hereto, and any binding agreement will result only from execution and delivery of one or more Final Agreements.

3.4 This Agreement has been prepared based upon the limited information provided to date by the Parties to each other and expressly identifies such further information as may be required to prepare the Final Agreements. To the extent such information identifies further issues that the Parties will need to address in order to prepare the Final Agreements, this Agreement will necessarily need to be amended or a supplemental Memorandum of Understanding will need to be entered into.

## 4.0 Process for RALDS

4.1 The Parties agree to work together in good faith and a spirit of collaboration to obtain a survey of the Donated Lands, prepare a Land Donation Agreement between the County and the Halls with respect to the Donated Lands, and obtain a County By-Law authorizing the completion of the Donated Lands.

4.2 The Halls will work with the County to enter into a mutually acceptable Land Donation Agreement with respect to the Donated Lands.

4.3 The Halls will execute and deliver all documentation required to transfer the Donated Lands to the County for use by the OSAS and CAS and development of the RALDS.

4.4 The County and the Agricultural Societies will work together in good faith and a spirit of collaboration to:

- a) prepare and submit an application to the Niagara Escarpment Commission (“NEC”) for a Niagara Escarpment Plan Amendment;
- b) prepare a lease agreement between the County and the Agricultural Societies;
- c) prepare an access and facility sharing agreement prior to any construction beginning on the Donated Lands; and
- d) submit a Niagara Escarpment Development Permit to the NEC and/or a building permit application to the Township of Georgian Bluffs, as required.

4.5 The Agricultural Societies shall:

- a) Work with the County and more specifically Grey Roots Staff to determine a construction timeline to ensure that construction of the building(s) for the RALDS and the access road to the shared Grey Road 18 entrance will not interfere with any operations at Grey Roots.
- b) Provide the County with Insurance satisfactory to the County and Indemnify the County in respect of all claims made by any patron of the site or construction worker developing the site as it relates to the RALDS.
- c) Ensure Workplace Safety and Insurance Board (“WSIB”) coverage is in place as it relates to construction workers developing the RALDS.
- d) Provide to the County all documentation reasonably required by the County in satisfaction of the due diligence investigations required of the County as a municipality.

4.6 The County shall:

- a) Draft the Land Donation Agreement and land transfer documents from Halls to the County and any other registrations that are required on title.
- b) Acquire ownership of the Donated Lands from the Halls.
- c) Provide a charitable receipt to the Halls for the Donated Lands in the amount of \$320,000.00 as determined by an Opinion of Market Value Report dated September 21, 2020.

- d) Draft, submit, and pursue the application to the NEC for Niagara Escarpment Plan Amendment with input from the Agricultural Societies.
- e) Develop a land lease agreement between the County and the Agricultural Societies.
- f) Develop cost-sharing and access agreements for the road entrance and access road.
- g) Develop an agreement for sharing of the RALDS and Grey Roots between the Agricultural Societies and the County.

4.7 The County and the Agricultural Societies agree that the lease agreement, once complete, shall govern the conduct of the RALDS and the relationship between the County and the Agricultural Societies with respect to the RALDS.

4.8 The Parties agree that the lease agreement may contain a provision providing the Agricultural Societies with an option to obtain ownership of the Donated Lands and the RALDS, to be subject to the provisions of any applicable Final Agreements.

4.9 The Parties agree that the Donated Lands may be under active cultivation when transferred from the Halls to the County. The County may further enter into leases or other agreements to maintain the Donated Lands under cultivation prior to the commencement of work to construct the RALDS, provided that it consults with the Agricultural Societies prior into entering into those agreements.

## 5.0 Financial and Contractual Arrangements

5.1 The County shall pay all costs associated with the preparation of a legal survey of the Property in order to complete a severance of the Donated Lands.

5.2 The County shall pay all outside legal costs incurred by the County in relation to completing the land transfer, finalizing the Memorandum of Understanding, entering into the lease and facility sharing agreements.

5.3 The Agricultural Societies shall appoint the County as their agent for the purposes of pursuing the Niagara Escarpment Plan Amendment.

5.4 The Agricultural Societies shall pay all application fees to the NEC for the Niagara Escarpment Plan Amendment, if required. Any additional studies that the NEC may require beyond the planning justification report will be at the cost of the Agricultural Societies.

- 5.5 The Agricultural Societies shall pay all advertising costs associated with the Niagara Escarpment Plan Amendment application as required by the NEC, if applicable.
- 5.6 The Agricultural Societies shall pay all Development Permit/Building Permit fees to the NEC and/or the Township of Georgian Bluffs as it pertains to development of the RALDS.
- 5.7 The Agricultural Societies shall co-coordinate and pay for all construction and development costs for the proposed buildings to be located on the RALDS.
- 5.8 The Agricultural Societies shall perform and pay all maintenance required on the site.
- 5.9 The Agricultural Societies shall pay all realty taxes including any supplementary tax bills resulting from the development of the RALDS.
- 5.10 The Agricultural Societies shall pay all utility costs associated with the RALDS including any costs for initial installation etc.

## 6.0 General

### 6.1 Binding Provisions

- a) This Agreement is not intended to create a binding agreement or enforceable obligations between the Parties, save and except the following provisions which shall be binding:
  - i) Section 1.0 Definitions, including all subsections thereunder;
  - ii) Section 2.0 Term, including all subsections thereunder;
  - iii) Section 5.0 Financial and Contractual Arrangements, including all subsections thereunder; and
  - iv) Section 6.0 General, including all subsections thereunder;  
(collectively, the “Binding Provisions”).

6.2 Nothing in this Agreement means that a partnership, joint venture or employment relationship exists between the County and the Agricultural Societies and the Halls or to the Agricultural Societies’ board members or volunteers.

### 6.3 Privacy and Confidentiality

- a) The Parties will not publish, release, disclose or permit to be published, released or disclosed, private or confidential information supplied to, obtained by, or which comes to their knowledge as a result of the

Agreement except as necessary, to enable them to fulfill their obligations under the Agreement, or as required or permitted by law.

- b) The Parties acknowledge that any personal information that is provided for the purpose of creating records is given to them in confidence and is protected by privacy legislation.
- 6.4 No other party will be entitled to obtain or use the Donated Lands while the development of the RALDS is underway, except as agreed upon by the Parties or as specified in any Final Agreement.
- 6.5 Termination
- a) Either the County or the Agricultural Societies may terminate this Agreement upon giving to the other Parties six months' written notice of intention to terminate.
  - b) In addition to provision 3.1, the County may terminate this Agreement without notice in the event of the breach of any Binding Provisions in this Agreement by giving to the other Parties ten days' written notice of intention to terminate.
  - c) The terms of this Agreement, except for those intended to survive termination, shall no longer be applicable to the conduct of the RALDS upon entry into the lease agreement, including any agreements required by the lease agreement.

6.6 Notice

- a) Any notices required must be in writing and delivered to the following addresses between 9:00 AM and 4:30 PM Monday to Friday.

For the County:

County Clerk  
County of Grey Administration Building  
595 9<sup>th</sup> Ave East  
Owen Sound, ON N4K 3E3  
Fax Number: 519-376-8998  
Email: [countyclerk@grey.ca](mailto:countyclerk@grey.ca)

For OSAS:

c/o Larry and Heather Parkin  
457903 Grey Road 11  
Owen Sound, ON N4K 5N8  
Phone: 519-376-5996

Email: [parkinholsteins@gbtel.ca](mailto:parkinholsteins@gbtel.ca)

For CAS:

c/o Henry Feenstra  
403 6<sup>th</sup> Avenue West  
Owen Sound, ON N4K 6K7  
Phone: 519-372-9282  
Email: [feenstrahj1960@gmail.com](mailto:feenstrahj1960@gmail.com)

For Halls:

Everett and Marylon Hall  
177470 Concession 5, RR.3  
Owen Sound, ON N4K 5N5  
Phone: 519-371-0683  
Email: [hall@bmts.com](mailto:hall@bmts.com)

- b) Any notice to be given by either party to the other shall, in the absence of proof to the contrary, be deemed to have been received by the addressee if:
  - i) delivered personally on a business day, then on the day of delivery;
  - ii) sent by prepaid registered post, then on the second day following the registration thereof;
  - iii) sent by ordinary mail, then on the fifth business day following the date on which it was mailed; or
  - iv) sent by facsimile or email, upon confirmation of successful transmission of the notice.
- 6.7 This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada. The Parties submit to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
- 6.8 Neither the County nor the OSAS, CAS or Halls shall be held responsible for any damage or delays as a result of war, invasions, insurrection, demonstrations, or as a result of decisions by civilian or military authorities, fire, flood, human health emergency, strikes and generally as a result of any event that is beyond the reasonable control of the County or the OSAS, CAS or Halls.



- 6.9 Each of the clauses in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any clause will not affect the validity or enforceability of the other clauses in this Agreement.
- 6.10 This Agreement is the entire agreement between the Parties with respect to the RALDS and replaces all prior written or verbal agreements, understandings, negotiations or discussions in connection with or incidental to the RALDS.
- 6.11 This Agreement can only be changed by a written document signed by signing authorities for each of the Parties.
- 6.12 The Parties agree to follow all applicable federal and provincial laws in carrying out the terms of this Agreement.
- 6.13 Successors and Assigns
- a) Neither party may assign all or any part of this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without the written approval of the other Parties.
  - b) This Agreement benefits and binds the Parties and their respective successors and permitted assigns.
- 6.14 No Waiver
- a) For any party to release any of its rights under this Agreement, it must be in writing and signed by the Parties.
  - b) A waiver of a breach of one clause of the Agreement does not apply to any other clause.
  - c) A failure or delay in enforcing an obligation in the Agreement does not prevent the enforcement of that obligation at a later date.
- 6.15 Dispute Resolution
- a) A dispute between the Parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator. The Parties agree that in the event that they are not able to reach a resolution of all the matters in dispute after mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the Ontario Arbitrations Act.
  - b) The location for any such arbitration hearing will be within the County of Grey at a location to be determined by the County.

6.16 In the event of the expiration, termination, or suspension of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration, termination, or suspension of this Agreement will survive and remain in effect until all obligations are satisfied

6.17 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together shall constitute one and the same instrument.

The Parties, intending to be legally bound, have executed this Agreement on the date first written above.

## The Corporation of the County of Grey

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Selwyn Hicks, Warden

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Heather Morrison, Clerk

We have authority to bind the County.

## Owen Sound Agricultural Society

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Name: Hiliary Breadner  
Title: President

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Name: Kevin Reid  
Title: 1<sup>st</sup> Vice President

We have the authority to bind OSAS

# Chatsworth Agricultural Society

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Name:

Title:

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Name:

Title:

I/we have the authority to bind CAS

## The Halls

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Everett Alexander Hall

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Witness

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Marylon Lynda Hall

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Witness

# SCHEDULE "A"

