

**AMENDING AGREEMENT**

This Agreement made the \_\_\_\_ day of \_\_\_\_\_, 2019

**BETWEEN:**

**FIVE W FARMS INC.**

(hereinafter called the "Five W Farms")

- and -

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

(hereinafter called the "City")

**WHEREAS:**

- a) The Corporation of the Township of Bexley and Isabel Webster entered into an agreement on April 9, 1997 (the "Agreement"), a copy of which is attached hereto as Schedule "A", in relation to the operation of a quarry (hereinafter called the "Webster Quarry") on certain lands in the Geographic Township of Bexley owned by Mrs. Webster;
- b) Mrs. Webster transferred the lands comprising the Webster Quarry to Five W Farms on November 29, 2009, pursuant to Instrument R377330;
- c) Five W Farms Inc. and the City entered into an Agreement to Amend the Agreement on March 26, 2012, with respect to the revenue set out therein; and
- d) Five W Farms and the City have agreed to further amend the Agreement to include several road allowance parcels which are being purchased by Five W Farms from the City.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Schedule "B" of the Agreement executed on April 9, 1997 by and between Isabel Webster and the Corporation of the Township of Bexley, a copy of which is attached hereto as Schedule "A", is hereby amended to add the following parcels of land:

JOHN ST PL 113; KAWARTHA LAKES (PIN: 63116-0314 (LT));

RICHMOND ST PL 113 E OF GRASS RIVER; KAWARTHA LAKES (PIN: 63116-0315 (LT));

ALBERT ST PL 113 S OF GRASS RIVER; KAWARTHA LAKES (PIN: 63116-0318 (LT));

MOLSON ST PL 113 W OF ALBERT ST; KAWARTHA LAKES (PIN: 63116-0319 (LT));

MOLSON ST PL 113 E OF ALBERT ST; KAWARTHA LAKES (PIN: 63116-0320 (LT));

ELM ST PL 113; KAWARTHA LAKES (PIN: 63116-0321 (LT)); and

RDAL BTN CON N PORTAGE RD AND CON S PORTAGE RD BEXLEY (AKA PORTAGE RD) W OF R377135; KAWARTHA LAKES (PIN: 63116-0332 (LT)).

2. Five W Farms consents for this Agreement to be registered on title to the properties described in Schedule "B" of the attached Agreement.

DATED at Lindsay, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

THE CORPORATION OF THE CITY OF KAWARTHA  
LAKES

PER: \_\_\_\_\_  
Name: Andy Letham  
Title: Mayor

PER: \_\_\_\_\_  
Name: Cathie Ritchie  
Title: Clerk

*We have authority to bind the Corporation*

We hereby accept the above License on the terms and conditions contained therein

DATED at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2019

FIVE W FARMS INC.

PER: \_\_\_\_\_  
Name: James Webster  
Title: President

*I have authority to bind the Corporation*

SCHEDULE "A"

THIS AGREEMENT made this 9th day of April 1997.

BETWEEN:

ISABEL L. WEBSTER  
of the Village of Fenelon Falls, County of Victoria  
(herein referred to as "Webster")  
Party of the First Part

- and -

THE CORPORATION OF THE TOWNSHIP OF BEXLEY  
(herein referred to as "Bexley")  
Party of the Second Part

WHEREAS Webster is the owner of a property composed of Part of Lots 7 and 8 and Part of Block B, and part of the original road allowance (now closed) between Lot 8 and Block B, North of Portage Road in the Township of Bexley, in the County of Victoria, upon which is to be located a quarry (herein referred to as "the Quarry");

AND WHEREAS Webster has agreed that, in consideration of the rezoning of the property to permit a quarry operation by Bexley, Webster shall pay the Bexley annually a sum calculated at two cents per tonne of consolidated material removed from the Quarry; this payment shall be in addition to any payments which Webster is currently obligated to pay to the Minister of Finance, Province of Ontario pursuant to the provisions of the Aggregate Resources Act. Payment to Bexley shall not be made for extraction of unconsolidated material (sand, gravel, clay etc); payment shall be made only for extraction of consolidated material (limestone bedrock); payment by Webster to Bexley shall be made on or before March 31 of each year for the previous calendar year's extraction; Webster shall provide to Bexley copies of the annual extraction reports as filed with the MNR and payment shall be based on the tonnages reported in the extraction reports, provided that at all times payment shall be based on tonnage removed off the subject property and shall not include stockpiles or other semi-processed materials not yet removed off the subject property;

NOW THEREFORE, in consideration of the mutual covenants herein contained and in consideration of other and valuable consideration the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. Upon the property being rezoned to permit its use as a quarry, Webster shall pay to Bexley on or before March 31 each year a sum equal to two cents per tonne of consolidated material removed from the Quarry property during the previous calendar year.
2. Webster consents to this agreement being registered upon the title to the property described in Schedule "A" attached.
3. This agreement shall entere to the benefit of and shall be binding upon the parties hereto, their respective heirs, successors and assigns.

J. Webster  
Witness: James R. Webster

Isabel L. Webster  
ISABEL L. WEBSTER

THE CORPORATION OF THE  
TOWNSHIP OF BEXLEY  
[Signature]  
REEVE

Helen Beessell  
CLERK

Schedule "B"

Description of "Webster Quarry" Lands

LT 9 N/S RICHMOND ST, 10 N/S RICHMOND ST, 11 N/S RICHMOND ST, 12 N/S RICHMOND ST, BLK A PL 113, except 57R-407; KAWARTHA LAKES (PIN: 63116-0312 (LT));

LT 13 N/S RICHMOND ST, 14 N/S RICHMOND ST, 15 N/S RICHMOND ST, 16 N/S RICHMOND ST, 17 N/S RICHMOND ST, 18 N/S RICHMOND ST, 19 N/S RICHMOND ST, BLK A PL 113; KAWARTHA LAKES, (PIN: 63116-0313 (LT));

LT 2 E/S ALBERT ST, 3 E/S ALBERT ST, 4 E/S ALBERT ST, 5 E/S ALBERT ST, 6 E/S ALBERT ST, 7 E/S ALBERT ST, 8 E/S ALBERT ST, 9 E/S ALBERT ST, 10 E/S ALBERT ST, 11 E/S ALBERT ST, 12 E/S ALBERT ST, 13 E/S ALBERT ST, 14 E/S ALBERT ST, 15 E/S ALBERT ST, 16 E/S ALBERT ST, 17 E/S ALBERT ST, 18 E/S ALBERT ST, BLK D PL 113; KAWARTHA LAKES, (PIN: 63116-0329 (LT));

LT 5 S/S RICHMOND ST, 6 S/S RICHMOND ST, 7 S/S RICHMOND ST, 8 S/S RICHMOND ST, 9 S/S RICHMOND ST, 10 S/S RICHMOND ST, 11 S/S RICHMOND ST, 12 S/S RICHMOND ST, BLK B PL 113; KAWARTHA LAKES, (PIN: 63116-0330 (LT));

RDAL BTN LT 8 CON N PORTGAGE RD AND BLK B CON N PORTAGE RD BEXLEY CLOSED BY R171600; LT 1 E/S VICTORIA RD, 2 E/S VICTORIA RD, 3 E/S VICTORIA RD, 4 E/S VICTORIA RD, 5 E/S VICTORIA RD, 6 E/S VICTORIA RD, 7 E/S VICTORIA RD, 8 E/S VICTORIA RD, 9 E/S VICTORIA RD, 10 E/S VICTORIA RD, 11 E/S VICTORIA RD, 12 E/S VICTORIA RD, 13 E/S VICTORIA RD, 14 E/S VICTORIA RD, BLK C PL 113; LT 1 S/S BASE LINE, 2 S/S BASE LINE, 3 S/S BASE LINE, 4 S/S BASE LINE BLK E PL 113; PT BLK B CON N PORTGAGE RD BEXLEY; PT LT 7-8 CON N PORTGAGE RD BEXLEY AS IN R417263; S/T R248787, R304427; KAWARTHA LAKES, (PIN: 63116-0331 (LT)).