

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2009-42

Being a By-law Authorizing the execution of a Lease Agreement between the Corporation of the Town of Amherstburg and Steven Patrick

WHEREAS The Town of Amherstburg considers it desirable to lease the municipally owned lands known as Roll number 37-29-640-000-00800-0000; Part of Concession 3, Part Lot 28, in the Town of Amherstburg, in the County of Essex and Province of Ontario.

AND WHEREAS the Town and Steven Patrick wish to enter into an Agreement for a period of five (5) Years to set out the terms and conditions upon which the premises may be rented;

AND WHEREAS the specifics of such Lease Agreement have been negotiated and are set out in the Lease Agreement attached to and forming part of this bylaw;

**NOW THEREFORE THE CORPORATION OF THE TOWN
OF AMHERSTBURG HEREBY ENACTS AS FOLLOWS:**

- 1) An Agreement between the Municipality and Steven Patrick is attached hereto and is hereby approved and the Mayor and Clerk are hereby authorized to execute the Agreement on behalf of the municipality.
- 2) This By-law shall come into force and take effect immediately upon the final passing thereof.


MAYOR WAYNE HURST


CAO/CLERK PAMELA MALOTT

1st Reading – May 25th, 2009

2nd Reading – May 25th, 2009

3rd Reading – May 25th, 2009

LEASE AGREEMENT

AGREEMENT made in duplicate the day hereunder written.

BETWEEN:

CORPORATION OF THE TOWN OF AMHERSTBURG
271 Sandwich Street South, Amherstburg, Ontario N9V 2A5

Hereinafter called the Lessor, **OF THE FIRST PART**

- and -

STEVEN PATRICK., 3210 County Rd. 18, Amherstburg, ON N9V 2Y7

Hereinafter called the Lessee, **OF THE SECOND PART**

1. The Lessee agrees to rent from the Lessor 20 acres more or less, subject to paragraph 7(1) and (2) herein, being in the Town of Amherstburg, in the County of Essex and Province of Ontario and being composed of Part of Concession 3, Part Lot 28 as detailed on the attached map and known as roll number 37-29-640-000-00800-0000. Exact acreage is subject to change year to year with notice.
2. This agreement will be honoured during the term of 5 years, from the 15th day of May, 2009 to May 15th, 2014.
3. Yielding and paying therefore yearly and every year during the said term hereby granted unto the Lessor the sum of seventy (\$70.00) dollars per acre, to be paid as follows:
 - **IN FULL ON OR BEFORE OCTOBER 31st OF EACH YEAR.**
4. The Lessor agrees with the Lessee that the land may be measured, at the option of the Lessee.
5. The Lessor further agrees with the Lessee to provide sufficient access to the fields.
6. The Lessee agrees to:
 - Treat the land as if it were their own;
 - Control weeds in accordance with the Town by-laws only upon the lands leased in any year for the term.
7. Notwithstanding anything herein contained, the parties hereto agree as follows:
 - 1) In the 2009 year the calculation of amount due from the lessee is as follows:

20 acres workable land @ \$70.00 per acre	\$1400.00
18 acres not workable land	
Credit for land preparation @ \$50.00 per acre	<u>\$ -900.00</u>
 Lessee Balance Owing	
October 31 st , 2009	 \$ 500.00
 - 2) The Lessor shall determine the exact acreage leased to the lessee in each of the successive four years of the term, and shall give the Lessee notice of the number of acres being leased no later than October 15th in each year of the term and if such notice is later the Lessee shall be reimbursed by the Town for any reasonable costs incurred as a result thereof; and

3) Rental per acre shall then be calculated as follows:

- (a) if acreage leased in any year of the term is between 78.69 and 51 acres inclusive, rent shall be \$90.00 per acre;
- (b) if acreage leased in any year is between 50 and 30 acres inclusive, rent shall be \$80.00 per acre;
- (c) if acreage leased in any year is between 29 and 1 acre inclusive, rent shall be \$70.00 per acre.

4) Termination of this agreement by the Lessee or Lessor can take place anytime during the term of this agreement given 30 days notice prior to May 1st in any given year.

8. Provision for re-entry by the Lessor on non-payment of rent or non-performance of the above clauses.

DATED AT Amherstburg, Ontario this 25 day of May, 2009.

)CORPORATION OF THE TOWN OF AMHERSTBURG

)Per: 

MAYOR WAYNE HURST

)Per: 

CAO/CLERK PAMELA MALOTT

)Per: 

STEVEN PATRICK