



The Municipal Corporation of the Town of Fort Erie

BY-LAW NO. 116-2000

**BEING A BY-LAW TO AUTHORIZE THE ENTRY INTO A LEASE
AGREEMENT WITH EDWARD DYKSTRA FOR THE USE OF TOWN-
OWNED LANDS ON CENTRALIA AVENUE FOR AGRICULTURAL
PURPOSES AND TO REPEAL BY-LAW NOS. 156-95 AND 69-98
(L07.128)**

WHEREAS Section 191(1) of the *Municipal Act*, R.S.O. 1990, Chapter M.45 provides that the council of every corporation may pass by-laws for acquiring or expropriating any land required for the purposes of the corporation, and for erecting or repairing buildings thereon, and for making additions to or alterations of such buildings, and may sell or otherwise dispose of the same when no longer so required, and

WHEREAS Section 191(2) of the said *Act*, provides that without limiting the generality of this Section, in subsection (1) "otherwise dispose of" shall be deemed to include and to have always included a lease, and

WHEREAS by By-law Nos. 156-95 and 69-98 the Council authorized the entry into leases with Edward Dykstra for the use of Town-owned lands on Centralia Avenue for farming purposes, and

WHEREAS Edward Dykstra has requested the Town to lease Part Lot 16, Concession 3, LE and more particularly described as Part 1 on Reference Plan 59R-5378 located on the east side of Centralia Avenue, south of Garrison Road, and

WHEREAS at the Council-in-Committee meeting of May 15, 2000 Report No. F-26-2000 approved the entry into a Lease Agreement with Edward Dykstra for the aforesaid lands, and

WHEREAS the terms and conditions of the Lease Agreement have now been settled and agreed upon by the parties;

NOW THEREFORE the Municipal Council of The Corporation of the Town of Fort Erie hereby enacts as follows:

1. **THAT** the entry into a Lease Agreement with Edward Dykstra for the lease of Town-owned lands on the east side of Centralia Avenue, south of Garrison Road and more particularly described as Part 1 on Reference Plan 59R-5378 be and it is hereby authorized and approved.

BY-LAW NO. 116-2000
PAGE TWO

2. **THAT** the Mayor and Clerk be and they are hereby authorized and directed to execute the Lease Agreement annexed hereto as Schedule "A" to this by-law and to affix the corporate seal thereto.
3. **THAT** By-law Nos. 156-95 and 69-98 be and they are hereby repealed.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 23rd DAY OF MAY, 2000.



MAYOR



CLERK

I, the Clerk, Carolyn J. Kett, of The Corporation of the Town of Fort Erie hereby certify the foregoing to be a true certified copy of By-law No. 116-2000 of the said Town. Given under my hand and the seal of the said Corporation this _____ day of _____, 2000.

SCHEDULE "A" TO BY-LAW NO. 116-2000

THIS AGREEMENT made in triplicate this day of , 2000.

B E T W E E N:

THE CORPORATION OF THE TOWN OF FORT ERIE

hereinafter called the "**Lessor**"

OF THE FIRST PART;

- AND -

EDWARD DYKSTRA

hereinafter called the "**Lessee**"

OF THE SECOND PART;

WITNESSETH THAT:

WHEREAS the Lessor is the owner of the lands comprised of 26 (±) acres known as Part Lot 16, Concession 3, LE and more particularly described as Part 1 on Reference Plan 59R-5378 (hereinafter called the "lands") located on the east side of Centralia Avenue, south of Garrison Road, and

WHEREAS the Lessee has requested and the Lessor has agreed to grant to the Lessee a lease of the lands for cash crop purposes;

NOW THIS AGREEMENT WITNESSETH that in consideration of the rents, covenants and agreements hereinafter set out, the parties hereto mutually agree as follows:

1. The Lessor doth hereby demise and lease unto the Lessee, the use, accommodation and occupation of the lands.
2. That the term of this lease shall be for the period commencing with the execution of this Lease Agreement and continuing from year to year unless otherwise terminated by either party pursuant to Section (5) herein.
3. That the rental for the said lands for the period of the Lease Agreement shall be \$15.00 per acre for a total amount of Three Hundred and Ninety Dollars (\$390.00) per annum due and payable on December 1st of each year of this lease.
4. It is understood and agreed between the parties hereto that no trees or topsoil shall be removed from the lands and no alterations shall occur to the creek that abuts the lands.

5. Should either party wish to terminate this lease, ninety (90) days written notice shall be given by either party to terminate unless crops have been planted and in such case the termination date shall be upon the harvesting of the crop or the expiry of ninety (90) days whichever date shall later occur.
6. The lands shall be left in a clean state and if it is necessary for the Lessor to expend any monies to clean-up the lands, it shall be done at the sole expense of the Lessee.

THE SAID LESSEE COVENANTS WITH THE SAID LESSOR:

- (a) To pay rent;
- (b) Not to assign or sublet the lands without prior written consent of the Lessor;
- (c) At the termination of this lease to leave the lands in a clean state and to remove all of its equipment;
- (d) Provided that the Lessee shall obtain and deliver to the Lessor insurance in the amount of Two Million Dollars (\$2,000,000.00) to cover risks of public liability relating to the lands and shall show the name of Lessor as an additional insured;
- (e) Provided that the Lessee shall indemnify the Lessor against all fines, suits, claims, demands and actions of any kind to which the Lessee may become liable by reason of any breach, violation or non-performance by the Lessee of any covenant, term or provision of this assignment or by reason of any injury occasioned to or suffered by any person or any property because of any wrongful act, neglect or default by the Lessee;
- (f) Provided there shall be no recourse against the Lessor for any damages that anyone may have sustained or may hereinafter sustain in the use of the said lands and the Lessee agrees to indemnify and save harmless the Lessor against any and all claims made against it, its servants or agents of any nature whatsoever and whatever source arising for damages to property or injury to or death of any person or persons arising from, caused by or resulting from the occupation or use of the lands;
- (g) Not to remove any trees or topsoil from the lands;
- (h) Not to alter the Creek that abuts the lands in any manner;
- (i) Not to use the lands for any purpose other than farming for cash crop purposes.

THE SAID LESSOR COVENANTS WITH THE SAID LESSEE FOR:

(a) Quiet enjoyment of the lands for the duration of the lease.

THIS AGREEMENT shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)
In the presence of:)

THE CORPORATION OF THE
TOWN OF FORT ERIE:

MAYOR

CLERK

WITNESS

EDWARD DYKSTRA, Lessee