



**Municipality of Middlesex Centre
By-Law 2018-107**

Being a by-law to authorize the execution of a Lease Agreement between the Municipality of Middlesex Centre and Megan Crossan

WHEREAS *The Municipal Act, 2001*, S.O. 2001, c. 25 as amended authorizes a municipal council to enter into agreements;

AND WHEREAS the Municipality of Middlesex Centre is the owner of the property at North Part Lot 15, Concession 9 (former Township of Lobo) municipally known as 11257 Hedley Drive in Middlesex Centre;

AND WHEREAS Megan Crossan wishes to continue leasing the property for a one-year term;

AND WHEREAS the Council of the Municipality of Middlesex Centre deems it necessary to enter into an agreement with Megan Cross for the use of the property;

THEREFORE the Council of the Municipality of Middlesex Centre enacts as follows:

- 1) **THAT** the Agreement for the use of the property attached hereto as Schedule 'A' be approved and ratified.
- 2) **THAT** the Mayor and Clerk be authorized to execute the attached Agreement on behalf of the Municipality of Middlesex Centre.

Passed this 19th day of December 2018.

Aina DeViet, Mayor

Ann Wright, Clerk

LEASE OF LAND

THIS LEASE AGREEMENT made in duplicate this day of December, 2018.

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE
Being a Municipal Corporation

Hereinafter referred to as the "LANDLORD"

- and -

MEGAN CROSSAN
10125 McEwen Drive, RR 3
Denfield ON N0M 1P0

Hereinafter referred to as the "TENANT"

WHEREAS the Landlord is the registered owner of the premises described as the North Part of Lot 15, Concession 9, geographic Township of Lobo in the Municipality of Middlesex Centre;

AND WHEREAS the Tenant is desirous of entering into occupation of the said premises;

NOW THEREFORE in consideration of the rents, covenants, and agreements hereinafter reserved and contained, the parties hereto hereby agree each with the other as follows:

1. The Landlord does hereby demise and lease unto the Tenant the following; those lands described as the North Part of Lot 15, Concession 9, (geographic Township of Lobo) in the Municipality of Middlesex Centre.
2. That the said lands shall be leased to the Tenant for the term of one (1) year commencing on the 1st day of January, 2019 and terminating on the 31st day of December, 2019.
3. The Tenant hereby agrees to pay the Landlord for the term hereby stated the sum of Five Hundred Dollars (\$500.00) payable of the 31st day of December 2019.
4. The Tenant shall pay to the Landlord in addition to the sum shown in Section 3 above, an amount equal to any and all property taxes levied upon the lands as a result of the Tenant's use of the lands.
5. The Landlord shall authorize and support the Tenant to include the lands in an application as eligible Farmland lands for taxation purposes.
6. The Tenant agrees that the Landlord shall have the right at all times to establish and if necessary extend a gravel extraction operation onto the said lands or so much thereof as may be required to supply the granular requirements of the Municipality of Middlesex Centre during the term of this lease.
7. The Tenant acknowledges the existence of a waste drop off centre operated semi-annually by the Landlord on the lands and agrees that the Landlord shall have the right at all times to continue and if necessary expand the waste drop off centre onto the said lands or so much thereof as may be required to effectively operate the semi-annual waste drop off centre.
8. The Tenant agrees to maintain all existing fences located on the said lands and all boundary fences will not be disturbed.

9. Access to the said lands shall be limited to the entrance presently existing. The gates shall remain locked at all times.
10. The Parties shall each indemnify and save harmless the others from and against all claims, losses, damages, judgments, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any negligent act or omission on the part of the indemnifying party, its officers, employees, students, agents or volunteers arising out of this Agreement.
11. The Tenant will take out and keep in force throughout the Term comprehensive general liability insurance against claims for personal injury, death or property damage or loss arising out of all operations of the Tenant and other persons attending the Premises, indemnifying and protecting the Landlord and the Tenant to a limit of Two Million Dollars (\$2,000,000.00) inclusive.
12. The Tenant's insurance policy will name the Municipality as an additional named insured as their interest may appear, will contain if available and as appropriate a waiver of rights of subrogation against the Landlord and the Tenant or a cross-liability clause protecting the Landlord and other insureds designated by it against claims by the Tenant as if the Landlord and other insureds designated by it were separately insured and protecting the Tenant against claims by the Landlord and other insureds designated by it as if the Tenant were separately insured, and will contain a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving the Landlord thirty (30) days' prior written notice. All policies of insurance will be with insurers acceptable to the Landlord and in form satisfactory to the Landlord, and Tenant will see that there is delivered to the Landlord copies or certificates of the policies within fifteen (15) days of signing this lease.
13. This lease shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.
14. This lease shall ensure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals:

SIGNED, SEALED AND DELIVERED
In the presence of

MUNICIPALITY OF MIDDLESEX CENTRE

Mayor

Clerk

Witness

Megan Crossan