

## **Agreement**

This AGREEMENT made in duplicate this 5th day of June, 2017

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON  
(hereinafter called the "Landlord")

-and-

William Versteeg  
(hereinafter collectively called the "Tenant")

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant, the Landlord doth demise and lease unto the Tenant all that parcel or tract of land situate, lying and being in the Township of North Huron, in the County of Huron, and being composed of the lands more particularly described in Schedule 'A' hereto attached.

TO HAVE AND TO HOLD the said demised premises on the following terms:

### **Article 1.0    3 year lease for approximately 6.8 acres**

The Landlord hereby leases to the Tenant all of the workable acres on the lands described in Schedule 'A', the number of workable acres having been agreed to be approximately 6.8 acres for the 2017, 2018 and 2019 calendar years. The annual rent shall be \$300.00 plus applicable taxes per year.

### **Article 2.0    Annual Rent Amount & Payment Plan**

The aforementioned annual rent in the amount of \$300.00 plus applicable taxes of \$39.00 for a total of \$339.00 shall be payable on or before the 15th day of December of each year of this Lease.

### **Article 3.0    Landlord request Tenant to vacate**

In the event that the Landlord shall at any time require any portion of the rented lands for purposes of sale, or for its own purposes, during the term of this Lease, the Landlord shall by notice in writing to the Tenant describe such lands and the date on which it requires possession, and the Tenant agrees to surrender to the Landlord vacant possession of the lands described in such notice on or before the date set forth in such notice. In the event the date for giving possession is prior to any crops being planted in such lands or any part thereof, there shall be an abatement of rent determined on a per acreage basis for the year in which such vacant possession is to be given, and for any subsequent year of this Lease, as the case may be. In the event that crops have been planted and have not been harvested by the possession date referred to in the above described notice, the Landlord agrees to compensate the Tenant for the value of the crop on the said lands which has not been harvested, and to rebate rent paid for such portion of the lands, determined on a per acreage basis. In the event that such possession date is after the date that crop on such lands has been harvested, there shall be no abatement of rent, and the full amount of rent for such year shall be payable by the Tenant to the Landlord, however rent shall abate on a per acreage basis for any subsequent year(s) of this Lease.

### **Article 4.0    Landlord restrictions of types of crops**

None

**Article 5.0 *Tenant use of Fertilizer, Herbicides or Insecticides***

The Tenant agrees to advise the Landlord in advance of the application on the rented lands of the types of fertilizers, herbicides or insecticides that are to be applied on any part of the rented lands and of the rate of such applications. The Tenant agrees that the Landlord shall have the right to prohibit such applications if, in the opinion of the Landlord, the type or rate such applications would be detrimental to the lands hereby leased.

**Article 6.0 *Noxious Weed Control***

The Tenant agrees that during the term of the Lease, he will pull up or otherwise destroy noxious weeds of all kinds which shall grow upon the leased lands, and will not sow, or permit to be sown any grain infected by smut or containing any foul seeds or noxious weeds, and will not suffer or permit any such foul seeds or noxious weeds to go to seeds on the said lands. In the event that the Tenant fails to observe the foregoing agreement, the Landlord may, on 48 hours prior notice in writing to the Tenant, enter upon the said lands and pull up or otherwise destroy or prevent from going to seed any noxious weeds or grasses growing thereon, and all costs, charges and expenses of the Landlord in so doing may be added by the Landlord to the rent for such year, and shall be recoverable in like manner as Additional Rent. This provision shall not amount to a re-entry by the Landlord, and shall not relieve the Tenant of any of his obligations pursuant to this agreement. This clause shall not supersede the provisions in the Weed Control Act and any amendments thereto.

**Article 7.0 *Style or Position of Fences***

The Tenant agrees to keep up and not to alter or change the style or position of any fences on the said lands without prior written consent of the Landlord.

**Article 8.0 *Cut Trees or Burn Crop Residue***

The Tenant agrees not to cut trees of any kind on the leased lands, for any purpose whatsoever, except with the prior written authorization from the Landlord, and not to burn crop residue such as straw or corn stalks or grass at any time.

**Article 9.0 *Drains and Water flowing***

The Tenant agrees to keep the mouths of all underdrains on the said lands open and free from obstruction and in good running order at all times during the term of this Lease, and will not suffer or permit such drains, or the water-courses in any open ditches on the said lands, to become obstructed, but will constantly keep them free and clear for the escape of water flowing therein. The Landlord agrees to repair and maintain all existing municipal drains and tile drains located on said lands.

**Article 10.0 *Default and Re-entry***

10.1 It is expressly agreed that:

- a) If the Tenant shall be in default in the payment of Rent or any other amounts collectable hereunder, and such default shall continue for a period of ten (10) days after Rent has become due and payable; or
- b) if the Tenant shall be in default of any of its material covenants or agreements hereunder (other than its covenant to pay Rent or any other amounts collectable hereunder) and such default shall continue for a period of twenty (20) days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Landlord to the Tenant specifying

with reasonable particularity the nature of such default and requiring it to be remedied; or

- c) if the default set out in the notice given to the Tenant pursuant to (b) reasonably requires more time to cure than the twenty (20) day period referred to in (b) and the Tenant has not commenced remedying or curing the default within the twenty (20) day period, or in the opinion of the Landlord, acting reasonably, fails to diligently complete the remedying or curing within a reasonable time; or
- d) if the Tenant shall make an assignment for the benefit of its creditors, or have a receiving order made against it under the Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act or any comparable statute of any applicable jurisdiction;

then the current Rent shall immediately be due and payable, and at the option of the Landlord, the Term hereby granted shall become forfeited and void, and the Landlord may without notice or any form of legal process whosoever forthwith re-enter upon the rented lands and repossess and enjoy them as of their former estate, any statute or law to the contrary notwithstanding.

10.2 Forfeiture of this Lease by the tenant shall be wholly without prejudice to the right of the Landlord to recover arrears of Rent or damages for any antecedent breach of covenant on the part of the Tenant, and notwithstanding any such forfeiture, the Landlord may subsequently recover from the Tenant damages for loss of Rent suffered by reason of this Lease having been terminated prior to the end of its Term, and this action and the rights hereunder shall survive the termination of this Lease whether by act of the parties, or by operation of law.

#### 10.3 Right of Entry to Perform Covenants

If the Tenant shall default in the performance of any covenant in this lease (except the covenant to pay Rent) and if such default shall continue for ten (10) days after written notice thereof to the Tenant, the Landlord may perform that covenant on the Tenant's behalf and may enter the rented lands for that purpose and shall not be liable to the Tenant for any loss or damage to the Tenant's stock or business so caused. If the Landlord at any time is compelled or reasonably elects to incur any expense including legal fees in instituting, prosecuting or defending any action or proceeding based upon any default of the Tenant under this lease (including any action or proceeding against the Tenant), any reasonable sum including legal costs so paid by the Landlord, together with all interest and damages, shall be payable by the Tenant on demand as Additional Rent.

#### 10.4 Enter Premises

The Landlord or its agents, at all reasonable times may enter upon and view the state of repair of the rented lands and the Tenant agrees to comply with all reasonable requirements of the Landlord with regard to the care, maintenance and repair thereof, to the extent that the Tenant is responsible under this lease for such care, maintenance and repair.

### **Article 11.0 *Non-transferable***

This agreement is not assignable by the Tenant without the express prior written consent of the Landlord.

**Article 12.0 Land Taxes**

The Tenant shall not be responsible for any property taxes that may be assessed against the property as a result of the Tenant occupying said property.

**Article 13.0 Nuisance Business**

The Tenant shall not carry on upon the premises any business that may be deemed a nuisance or by which the insurance on the premises will be increased.

**Article 14.0 Signs**

The Tenant agrees not to display, paint, inscribe, affix or mount any sign, advertisement, notice, lettering or direction on the land except with the written consent of the Landlord.

**Article 15.0 Personal Injury to Tenant or Tenant employee**

The Landlord shall not be responsible for any personal injury which shall be sustained by the Tenant or any employee, customer or any other person who may be upon the premises or the entrances or appurtenances thereto. All risks of any such injury being assumed by the Tenant, who shall hold the Landlord harmless and indemnified therefrom.

**Article 16.0 Proof of Tenant Insurance**

The Tenant shall provide to the Landlord adequate proof of insurance (for liability and personal property) to the satisfaction of the Landlord on a yearly basis during the term of this Lease.

**Article 17.0 Termination of Agreement**

This agreement may be terminated by mutual agreement between the Landlord and the Tenant..

**Article 18.0 Terms of Renewal**

There is no automatic term of renewal for this land lease. At the end of the term, the Township will perform a public competitive bid process for the lease of the land.

**Article 19.0 Words of Singular and Plural, Masculine and Feminine gender**

In this agreement, words importing the singular shall include the plural and vice-versa and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice-versa.

**Article 20.0**

It is hereby declared and agreed that this Indenture shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

**Article 21.0**

The Landlord covenants with the Tenant for quiet enjoyment subject to the aforementioned provisions of this Lease.

**Article 22.0 Notices**

Where this agreement requires notice to be delivered by one party to the other, such notice shall be given in writing at the addresses noted below:

The Corporation of the Township of North Huron  
P. O. Box 90, 274 Josephine Street  
Wingham, ON N0G 2W0  
519-357-3550

William Versteeg  
39840 Reid Road  
R. R. #5  
Wingham, ON N0G 2W0  
519-357-3699

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

**THE CORPORATION OF THE  
TOWNSHIP OF NORTH HURON**

Per: \_\_\_\_\_  
Neil Vincent, Reeve

Per: \_\_\_\_\_  
Kathy Adams, Clerk  
We have authority to bind the Township.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
William Versteeg

\_\_\_\_\_  
Witness

\_\_\_\_\_

**SCHEDULE 'A'**

PROPERTY DESCRIPTION

1. Reid Road Landfill Site (Part B) – 86165 Currie Line
  - Approximately 6.8 acres