

LEASE OF LAND

THIS LEASE AGREEMENT made in duplicate this 6<sup>th</sup> day of January, 2023.

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE  
Being a Municipal Corporation

Hereinafter referred to as the "LANDLORD"

- and -

DAVID CROSSAN  
11174 Charlton Drive  
RR1 Denfield Ontario, 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, of the former geographic Township of Lobo, municipally known as 11257 Hedley Drive in Middlesex Centre;

**AND WHEREAS** the Landlord is agreeable to lease to the Tenant certain portions of the 11257 Hedley Drive lands as depicted and outlined in dashed bold line on Schedule "A" attached hereto (the "Premises") on the terms hereinafter set out;

**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; certain portions of the "Lobo Lands" as depicted and outlined in dashed bold line on Schedule "A" within 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 1<sup>st</sup> day of January, 2023 and terminating on the 31<sup>st</sup> day of December, 2023.
3. The Tenant hereby agrees to pay the Landlord for the Term the sum of **One Thousand Five Hundred and Thirty Dollars** (\$1,530.00+HST) payable of the 1<sup>st</sup> day of June in 2023.
4. The Landlord shall authorize and support the Tenant to include the lands in an application as eligible Farmland lands for taxation purposes.

5. 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.
6. The Tenant agrees that the Landlord shall have the right at all times during the Term to access the Premises for any work, or testing to be done for the Landlord's purposes on the Premises and the Landlord shall not be liable to the Tenant for any damage to crops or any other loss that may be incurred as a result of such access, work or testing conducted.
7. The Tenant covenants with the Landlord not to cut down limber or trees of any kind, for any purpose whatsoever and to keep all drains on the Premises clear of obstruction.
8. The Tenant shall have access to the Premises only from the existing entrance as shown on Schedule "A" attached. Access to the said lands shall be limited to the entrance presently existing. The gates shall remain locked at all times
9. The Tenant agrees to maintain all existing fences located on the said lands and all boundary fences will not be disturbed.
10. The Tenant further covenants and agrees with the Landlord that the Tenant will, during the said term cultivate, till, manure or fertilize and employ such parts of the Premises as are now or shall hereafter be brought under cultivation in a good farmer-like and proper manner. And will, during the Term, keep down, pull up or otherwise destroy noxious weeds of all kinds which shall grow upon the Premises, and will not sow, or permit to be sown any infected grain or containing any foul seeds or noxious weeds, and will not suffer or permit any such foul seeds or noxious weeds on the premises.
11. If at any time during the Term the Tenant shall neglect to pull up or otherwise destroy or prevent from going to seed on the Premises any noxious weeds or grasses growing thereon, and which are reasonably within the power and duty of the Tenant so to pull up or otherwise destroy, or prevent from going to seed, the Landlord may, by notice in writing, require the Tenant within 48 hours after the service of such notice, to pull up or otherwise destroy or prevent them from going to seed, and on default of the Tenant so doing, the Landlord may enter upon the Premises with labourers and workmen and do the work by the said notice required to be done by the Tenant, and all costs, charges and expenses of or incidental thereto shall be added to the rents hereby reserved, and shall be recoverable in like manner as rent reserved, but this provision shall not in any way impair or abridge the right of re-entry by the Landlord on non-performance of covenants.

12. The Landlord has the right for re-entry on non-payment of rent or non-performance of covenants by the Tenant.
13. The Landlord covenants with the Tenant for quiet enjoyment.
14. Each of the Landlord and Tenant hereby indemnify and save harmless the other party 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, or an individual for whom the indemnifying party is in law responsible.
15. 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.
16. 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.
17. 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**

\_\_\_\_\_  
Aina DeViet, Mayor

\_\_\_\_\_  
James Hutson, Clerk

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
David Crossan

**Schedule A**



Lands subject to this lease are shown in the dashed, bold, red outlined. Scale referenced in the image may not be applicable.

