

## FARM LEASE AGREEMENT

THIS AGREEMENT made this \_\_\_ day of May,

BETWEEN:

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

(the "Landlord")

-and-

**PAUL REPKO**

(the "Tenant")

**WHEREAS** the Landlord is the owner of the property legally described as Part Lot 3, Concession 2, Eastern Division, Gosfield, being part 1 on PL 12R27383, Kingsville (collectively the "Land");

**AND WHEREAS** the Tenant wishes farm the Land, or a portion of the Land, for the 2020 farming season;

**AND WHEREAS** the Landlord is agreeable to permitting the Tenant to farm the Land in accordance with the terms and conditions of this Farm Lease Agreement (the "Agreement");

**IN CONSIDERATION** of the rents, covenants and agreements contained in this Agreement, and in the spirit of mutual understanding and security, the parties to this Agreement agree as follows:

### 1. LEASED PROPERTY

1.1. The Landlord hereby leases to the Tenant the Land, being 3.2 acres, as described in Schedule "A", attached hereto ("Leased Property").

### 2. TERM OF THE LEASE

2.1. This Agreement will be in effect beginning on the 12<sup>th</sup> day of May, 2020 (the "Commencement Date") and ending on the 23<sup>rd</sup> day of October, 2020 (the "Termination Date") unless terminated in accordance with the provisions of this Lease.

2.2. Under no circumstances that the term of this Agreement be extended beyond the Termination Date.

### 3. RENT

3.1. The Tenant shall pay to the Landlord the sum of \$150.00 per acre, plus applicable taxes, for a total of \$480.00 (the "Rent"). This sum shall be payable on or before October 1, 2020.

3.2. The Rent shall be exclusive of property taxes, which shall be the responsibility of and paid by the Landlord.

#### **4. LANDLORD'S REPRESENTATIONS AND WARRANTIES**

4.1. The Landlord makes no representations or warranties regarding the Leased Property, nor does the Landlord represent or make any warranties that any of the land which is the subject of this Agreement is cultivated and/or suitable for farming. The Tenant acknowledges that it relies upon its own estimate and judgement.

#### **5. COVENANTS**

5.1. The Landlord and Tenant covenant and agree as set out in Schedule "B", attached hereto.

#### **6. TERMINATION**

6.1. The parties agree that in the event that the Landlord's pending grant application necessitates that the Landlord take certain steps to preserve the funding before the Termination Date and such steps would interfere with the farming of the Land, the Landlord may, at its sole discretion, terminate this Agreement by providing the Tenant with seven days' notice. For clarity, nothing in this section prohibits the Tenant from removing his crop within the seven-day notice period.

6.2. If the Tenant makes any assignment for the benefit of his creditors or becomes bankrupt or insolvent, or shall take the benefit of any Act that may be enforced for bankrupt or insolvent debtors, then in such event the Tenant's rights hereunder shall cease forthwith and the balance of the term shall hereof shall revert to the Landlord. Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or ensure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

6.3. The Landlord may terminate this Agreement upon the occurrence of any of the following events:

6.3.1. The Tenant fails to pay Rent or other sums due hereunder when due, and such Rent or other sums are not paid within fifteen (15) days after notice is given by the Landlord of such non-payment; or,

6.3.2. The Tenant fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the Tenant and persists in the failure after seven (7) days' notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or such longer

period as may be reasonably required to cure the breach given the nature of same).

## **7. INSURANCE AND INDEMNITY**

- 7.1. The Tenant shall maintain comprehensive general liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death and property damage or loss arising out of the use or occupation of the Leased Property and against any liability to third parties arising from or in relation to the Tenant's use or occupancy of the Leased Property, in at least the amount of Two Million (\$ 2,000,000.00) Dollars combined single limit. This policy of insurance shall contain the provision that it shall not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation shall be effective. Evidence satisfactory to the Landlord of such policy of insurance shall be provided to the Landlord upon request.
- 7.2. The Tenant shall identify and save harmless the Landlord and its agent and employees from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of:
- a) Any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Tenant to be fulfilled, kept observed and performed: and,
  - b) Any injury to person or persons, including death, resulting at any time from anything occurring in or about the Leased Property.

## **8. GENERAL**

- 8.1. The parties hereto expressly disclaim any intention to create, and nothing in this Agreement shall be deemed to create, a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.
- 8.2. The Landlord or his agent or employee may, upon the provision of a reasonable notice period, enter the Leased Property to inspect same.
- 8.3. The Tenant shall not assign or sublet his interest in this Agreement, or any part of his interest in this Agreement, nor grant any license or part with possession of the Leased Property or transfer any other right or interest under this Agreement without the Landlord's prior written consent, which may be unreasonably withheld.
- 8.4. The terms "Landlord" and "Tenant" shall include their heirs, executors, administrators, successors and approved assigns in the singular or plural number, and all the covenants shall be construed as being joint several.

- 8.5. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereto submit to the jurisdiction of the Courts in the Province of Ontario.
- 8.6. The Tenant agrees not to register this Agreement without the prior written consent of the Landlord, which consent may be unreasonably withheld.
- 8.7. Any demand, notice, direction or other communication to be made or given hereunder (in each case, "Communication") shall be in writing and shall be made or given by personal delivery, by courier, or sent by regular/registered mail, charges prepaid, addressed as follows:

**Landlord**

The Corporation of the Town of Kingsville  
2021 Division Road N  
Kingsville, ON N9Y 2Y9  
Attention: J. Astrologo, Director of Corporate Services

**Tenant**

Paul Repko  
400 Road 2 East, RR #1  
Kingsville, ON N9Y 2E4

- a) A Communication will be considered to have been given or made on the day that it is delivered in person or by courier or, if mailed, five (5) days after the date of mailing.

- 8.8. No alterations or amendment of this Lease shall take effect unless the same is in writing duly executed by each of the parties in the same manner at this Lease.

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

**The Corporation of the Town of Kingsville**

Per: \_\_\_\_\_  
Mayor, Nelson Santos

Per: \_\_\_\_\_  
Clerk, Jennifer Astrologo

We have authority to bind the organization.

SIGNED, SEALED AND DELIVERED

In the presence of

)  
)  
)  
)  
)

\_\_\_\_\_  
Paul Repko

\_\_\_\_\_  
Witness

Print Name:

**SCHEDULE "A"**

Part Lot 3, Concession 2, Eastern Division, Gosfield, being part 1 on PL 12R27383, Kingsville

**SCHEDULE "B"**  
**COVENANTS**

9. LANDLORD'S COVENANTS

9.1. The Landlord covenants and agrees with the Tenant:

- a) That the Tenant shall be provided with quiet enjoyment of the Leased Property/Land; and,
- b) To observe and perform all the covenants and obligations of the Landlord herein.

10. TENANT'S COVENANTS

10.1. The Tenant covenants and agrees with the Landlord:

- a) To pay Rent in accordance with paragraph 3.1,
- b) To use the Leased Property only for the purpose of farming legal crops on the Leased Property/Land,
- c) Not allow any public use of the Leased Property,
- d) Not to build any structure, barn, shed, fuel storage facility,
- e) To make all decisions with respect to growing crops on the Leased Property in accordance with good farming practices and with the provisions of this Lease,
- f) To comply with present and future laws, regulations and orders relating to the occupation or use of the Leased Property/Land which shall include, but not be limited to, all activities related to groundwater contamination, the application of pesticides and commercial fertilizers, the cultivation of crops and the compliance thereof, and the storage and/or disposal of any hazardous waste,
- g) To be responsible for maintaining nutrient and PH levels on the Land as mutually agreed upon with the Landlord,
- h) To do what is reasonably necessary to control soil erosion and to abstain from any practice which will cause damage to the Land,
- i) To not remove sand, gravel, topsoil, or minerals from the Leased Property;
- j) To not permit or allow the accumulation of any waste material, debris, refuse or garbage on the Leased Property,
- k) To not allow any site contamination such as, but not limited to, chemicals, oil spills, hydrocarbons, or any other waste material on the Leased Property or adjacent water bodies,
- l) To maintain a three (3) meter buffer strip of grasses and clover alongside the municipal drain,
- m) To perform all acts required to be done under any Act or by regulations or by-laws with respect to weed control, and the Tenant will not sow, or permit to be sown any

- grain infected by smut or containing any foul seeds or noxious weed, and will not suffer or permit any such foul seeds or noxious weeds to go to seed,
- n) To store, use and dispose of agricultural chemicals, including pesticides, herbicides, and fertilizer, in accordance with label directions and federal, provincial and municipal legislation and recommendations,
  - o) To keep the mouths of all underdrains on the Leased Property open and free from obstruction and in good running order at all times during the Term and will not suffer or permit such drains or the water-courses in any open ditches on the Leased Property, to become obstructed, but will keep them free and clear for the escape of the water flowing therein; and
  - p) To observe and perform all the covenants and obligations of the Tenant herein.