

TOWN OF FORT FRANCES

BY-LAW NO. 35/14

(Being a by-law to authorize the entering into of a renewal lease agreement with John Myers at the Fort Frances Municipal Airport - the *Municipal Act*, 2001, S.O. 2001, c.25.)

WHEREAS by enacting By-Law No. 34/04 on August 30, 2004, Council approved entering into a 25-year lease agreement renewable every five years with John Myers for a hangar lot at the Fort Frances Municipal Airport.

AND WHEREAS on September 8, 2014, Council approved a renewal for five years of said agreement from July 1st, 2014 to June 30th, 2019.

NOW THEREFORE Council for the Corporation of the Town of Fort Frances HEREBY ENACTS as follows:

1. That the following lease renewal agreement, in the form attached hereto as Schedule "A" to this by-law be approved for the Mayor and Clerk to sign and fix the Corporate Seal thereto:
 - a) John Myers, (hangar lot lease with term July 1st, 2014 to June 30th, 2019), being Schedule "A".

This by-law shall come into force and take effect on the final passing thereof.

READ THREE TIMES and finally passed in open Council this 22nd day of September 2014.

R. Avis, Mayor

E. Slomke, Clerk

THIS AGREEMENT made this 1st day of July, Two Thousand and Fourteen

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT FRANCES
(The "Town")

-And-

JOHN MYERS
(The "Tenant")

WHEREAS:


- A. The Town and the Tenant hereinafter collectively referred to as the "Parties" entered into an agreement of lease (the "Lease") dated July 1, 2004 with respect to the property ("Demised Premises") described as: A hangar lot comprising of approximately 400 square meters at the Fort Frances Airport.
- B. The copy of the lease dated July 1, 2004, in each of the Parties possession forms Part of this Agreement as Schedule "A".
- C. The term (the "Term") of this lease and subsequent renewals is due to expire and end June 30, 2019.
- D. The Town desires to lease to the Tenant and the Tenant desires to lease from the Town the Demised Premises for a further Term, namely, from July 1, 2014 to and including June 30, 2019 on substantially the same terms and conditions as set out in the Lease.

NOW THEREFORE the Parties agree as follows:

- 1. The Town agreed to lease to the Tenant and the Tenant agrees to lease from the Town the Demised Premises for a further Term from and including July 1, 2014 to June 30, 2019.
- 2. The annual amount payable by the Tenant to the Town in respect of the Tenant's lease of the Demised Premises for the Term July 1, 2014 to June 30, 2019 shall be the sum of \$768.40, HST included, which amount shall be payable by the Tenant to the Town upon the signing of this agreement.
- 3. Except as set out in this agreement, the Lease by the Tenant of the Demised Premises from the Town for the term shall be upon the same terms and conditions as set out in the Lease.

IN WITNESS WHERE OF the Parties have executed this Agreement.

For the Corporation of the Town of Fort Frances:

Per: 
Mayor

Per: _____
Clerk

For John Myers

Witness: _____

Per: _____
John Myers