

August 21, 2014

Report To: Mayor & Council

From: Doug Brown, Manager Operations & Facilities

SUBJECT: Airport Facility – Private Hangar-Renewal of Hangar Lot Lease Rate with Mr. John Meyers for a Five (5) Year Term Commencing on June 30, 2014.

The hangar lot lease agreement is for a 25-year term with the lease rate to be renegotiated every five (5) years. The last hangar land lot increase with Mr. John Meyers commenced on July 1st, 2004 where the rate over the past 5 years per square meter was \$ 0.96 plus HST. The existing 2014 rate for land lease for private hangar is \$1.70 per square meter plus HST. The hanger lot is 400 square meters in size.

It is recommended by the Operations & Facilities Executive Committee that Council renew the hangar lot lease rate with John Meyers at \$ 1.70 per square meter for the next five (5) years and that the Mayor and Clerk be authorized to execute the updated lease rate agreement on behalf of the Corporation.

Respectfully submitted,
Operations & Facilities Division

Doug Brown

Doug Brown, P. Eng.
Manager Operations & Facilities

RECOMMENDED

SEP 03 2014

DIV. MNG.

EXECUTIVE COMM.

Council approval of this report will ensure that Council renews the hangar lot lease rate with Mr. John Meyers at \$1.70 per square meter plus HST for the next five (5) years and that the Mayor and Clerk be authorized to execute the updated lease rate agreement on behalf of the Corporation.

2014-08-19

To: Doug Brown

From: Tom Batiuk

Re: Lot Lease renewal for John Myers

Please find attached the agreement for Lot lease renewal for John Myers. The new lease is for five years. Please forward to Town Council for their approval at the next regular meeting

Kind Regards,

A handwritten signature in black ink, appearing to read 'Tom Batiuk', with a large, stylized initial 'T' and 'B'.

Tom Batiuk
Airport Supervisor

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