

LAND LEASE

FORT FRANCES AIRPORT

2004 May



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THIS INDENTURE made this 1st Day of July, 2021

BETWEEN:

THE CORPORATION OF THE  
TOWN OF FORT FRANCES

(hereinafter called  
“The Lessor”),

OF THE FIRST PART

- and-

ALEX & GARY KONTZ

(hereinafter called  
“The Lessee),

OF THE SECOND PART.

WITNESSES that the Lessor, in consideration of the rents, covenants, provisoes and conditions hereinafter reserved and contained, has demised and leased, and, by this Lease, demises and leases to the Lessee:

ALL AND SINGULAR that parcel of land situated, lying and being comprised, at the Fort Frances Municipal Airport, the said land comprising of approximately 750 square meters more or less, and being more particularly shown on drawing hereto annexed as Schedule “A”.

AND the Parties hereto agree as follows:

## ARTICLE 1

### DEFINITIONS

- (1) The work “Lessor” when used herein shall mean the Corporation of the Town of Fort Frances and shall include the Successors and Assigns of the Corporation of the Town of Fort Frances;
- 2) The word “Lessee” or other words relative thereto, or of like import, shall mean and include, irrespective of gender or number, the party of parties of the second part as above designated or described, and their or any of their executors, administrators, successors or assigns;
- (3) The words “Airport Manager” shall mean the Airport Superintendent, the person holding that position, or acting in the capacity of the Airport Superintendent, of the Fort Frances Municipal Airport, for the time being.

## ARTICLE 2

### PURPOSE

The said leased premises shall be used as a site for (hereinafter referred to as “the said building’)  
and the said land shall be used for the construction of a hangar to be used for the storage and  
maintenance of a private aircraft and for no other purpose or purposes whatsoever.

## ARTICLE 3

### TERM

#### 3.01 LENGTH OF TERM

The Lessee shall have and hold the said leased premises, from and after the First (1<sup>st</sup>) day of July, 2021 for a period of Twenty-Five (25) years and then fully to be completed and ended.

#### 3.02 OVERHOLDING TENANCY

It is hereby agreed by and between the parties hereto that if the Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rent to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy at will.

#### 3.03 CANCELLATION PRIVILEGE

If by reason of fire, flood, lightning, tempest, earthquake, impact of aircraft, explosion, or Acts of God, or the Queen's enemies the said premises, shall at any time during the term hereby granted be destroyed or so damaged as to render the said premises unfit for occupancy, the Lessee will, then, have a period of ninety (90) days after such damage or destruction within which to decide whether or not it will repair. If the Lessee decides not to repairs, it may terminate this Lease by Notice, in writing, giving to the Lessor within the said ninety (90) day period; provided, however, that in the event of such notice being given to the Lessor pursuant to this clause, the rent reserved to the Lessor under this Lease shall be due and payable up to the date of restoration of the said land to the satisfaction of the Lessor.

### 3.04 SURRENDER OF PREMISES

At the expiration or sooner determination of the term of this Lease, the Lessee shall peaceably surrender and yield to the Lessor, in a condition satisfactory to the Lessor, the said land. The Lessee shall thereupon forthwith remove from the said land all chattels, goods, supplies, articles, equipment, materials, effects or things and shall also, to the satisfaction of the Lessor, repair all and every damage and injury occasioned to the premises of the Lessor by reason of such removal or in the performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause, be entitled to any compensation whatever. Unless required by the Lessor, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the said land until all rent due or to become due under this lease is fully paid. The Town may, at his option, remove at the risk of and at the cost and expense of the Lessee, the chattels, goods, supplies, articles, equipment, materials, effects or things from the said land and the Lessee shall reimburse the Lessor forthwith upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the Lessor as a result of such removal. Where not removed by the Lessee, the Lessor may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the Lessor.

### 3.05 TERMINATION

The parties hereto agree that the Lessee may terminate this Lease Agreement upon giving the Lessor one year's written notice provided such notice will be effective as of the First (1st) day of April in the next year following.



## ARTICLE 4

### RENT

#### 4.01 RENT

The Lessee shall pay during the currency of this Lease to the Lessor through the Fort Frances Municipal Airport in lawful money of Canada the following rent:

- (1) For the term commencing on the 1st day of July, 2021 and ending on the 30th day of June 2026:
- (2) One Thousand Six Hundred Ten dollars and Twenty Five cents (\$1610.25), HST included, (**Calculated at \$1.90 per square meter for a private lot lease times 750 square meters plus HST**) per annum for land rent, payable in advance and, payment of rent shall be made by the Lessee without prior demand by the Lessor, to the Corporation of the Town of Fort Frances and delivered to:  
Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9  
Attention: Town Clerk
- (3) The land lease rate shall be renegotiated at the end of each Five (5) year term.

#### 4.02 PAYMENT OF RENT

The Lessee shall pay all rent herein reserved at the time and in the manner in this Lease set forth, without any abatement or deduction whatever.

#### 4.03 INTEREST ON RENT IN DEFAULT

Without waiving any other right of action of the Lessor in the event of default of payment of rent hereunder, in the even that the Lessee is delinquent after the date above appointed in making the payments required hereunder, the Lessee shall pay interest thereon at the rate of 15 per cent per annum (1.25% per cent per month, compounded), retroactive from the date any such amount is due and payable until paid. In order to reflect prevailing interest rates, the Lessor may review and adjust the interest rate from time to time.

## ARTICLE 5

### LEASED PREMISES, SERVICES AND IMPROVEMENTS

#### 5.01 “AS IS” CONDITION

The Lessee accepts the said leased premises in an “as is” condition and improvements made to the said leased premises by the Lessee at any time during the currency of this lease, to make the said leased premises suitable for the operations of the Lessee hereunder, shall be at the risk, cost and expense of the Lessee and to the satisfaction of the Lessor.

#### 5.02 ACCESS

- (1) The Lessor, its officer, servants or agents, shall have full and free access for inspection purposes during normal business hours and in the presence of the Lessee or a representative of the Lessee to any and every part of the said leased premises; it being expressly understood and agreed, however, that in cases of emergency, the Lessor, its officer, servants or agents shall at all times and for all purposes have full and free access to the said leased premises.
- (2) Subject as in this Lease provided, the Lessee shall have quiet possession of the said land, and the right of ingress and egress over the airport roadways subject to rules and regulations as may be established by the Lessor respecting such use.

#### 5.03 MAINTENANCE OF LEASED AREA

The Lessee shall, at the cost and expense of the Lessee, maintain the landscaping and paved areas on the said land and shall keep the land free of debris and neat and tidy at all times, all to the satisfaction of the Airport Manager.

#### 5.04 ADDITIONAL RIGHTS OF THE TOWN

The Lessor reserves the right to grant licenses, rights of way or privileges to others on, over, under, through or across the said land, provided, however, that such rights of way or privileges will not damage or disrupt permanently the physical facilities of the Lessee, will not impose any cost upon the Lessee, and will not weaken, diminish or impair the security of the Lease.

## 5.05 SERVICES

- (1) The Lessee shall construct improvement on the said land only in such manner that the surface drainage water on the said land will be discharged into the Lessor's drainage system and plans for the construction of storm drainage services shall be subject to the approval in writing, of the Airport Manager prior to installation of such services, for compatibility with the field drainage channels serving the said land, all at the cost and expense of the Lessee.
- (2) The Lessee shall, at the cost and expense of the Lessee, provide complete and proper arrangements for the adequate sanitary handling and disposal away from the said airport of all trash, garbage and other refuse on or in connection with the Lessee's operations under this Lease, all to the satisfaction of the Airport Manager. Piling of crates, cartons, barrels or other similar items shall not be permitted in a public area on the said airport.
- (3) The Lessee shall be responsible at the cost and expense of the Lessee for making arrangements for all services not supplied by the Lessor, provided, however, that the plans and specifications for installation thereof must be approved by the Airport Manager and the work performed under the supervision of a designated officer of the Airport Manager.

## 5.06 TEMPORARY SUSPENSION OF SERVICES

Without limiting or restricting the generality of the provisions of Clause 7.01 hereof, the Lessee shall not have nor make any claim or demand, nor bring any action or suit of petition against the Lessor or any of its officers, servants or agents for damage which the Lessee may sustain by reason of any temporary suspension, interruption or discontinuance, in whole or in part from whatever cause arising in service supplies by the Lessor hereunder.

#### 5.07 REASONABLE USE

The Lessee shall not, during the currency of this lease, do, suffer nor permit to be done any act or thing which may impair, damage or injure the said land, or any part thereof, beyond the damage occasioned by reasonable use, and shall, at the cost and expense of the Lessee, repair and renew in good, sufficient and workmanlike manner all portions of the said land which may at any time by the Lessee be damaged (ordinary wear and tear only excepted) and in the event of the failure on the part of the Lessee to so repair and renew, the Lessee shall indemnify and save harmless the Lessor from all damages, costs and expenses suffered or incurred by the Lessor by reason of such impairment, damage or injury to the extent the Lessee is liable for the same in law, such payment to be made forthwith upon receipt of appropriate accounts therefore.

#### 5.08 NUISANCE

The Lessee shall not do, suffer or permit to be done any act or thing upon or above the said land, which is or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the said land or to the public generally.

#### 5.09 ENVIRONMENTAL PROTECTION STATUTES

The Lessee shall accede to and abide by Federal Environmental Protection Statutes and regulations and by-laws and any regulations thereto and appropriate Provincial, Territorial and/or Municipal or local Environmental Protection Statutes and regulations and by-laws.

#### 5.10 POLICE AND FIRE PROTECTION

The Lessor shall not be responsible for providing fire protection to nor policing of, the said land and any improvements by virtue of this lease agreement.

#### 5.11 FIRE PREVENTION

The Lessee shall, at the expense of the Lessee, take all precautions to prevent fire from occurring in or about the said leased premises, and shall observe and comply with all laws and regulations in force respecting fires at the said airport, and with all instructions given from time to time by the Airport Manager with respect to fires and extinguishing of fires.

#### 5.12 ADVERTISING

The Lessee shall not construct, erect, place or install on the said land any poster, advertising sign or display, electrical or otherwise, without first obtaining the consent, in writing, of the Airport Manager.

#### 5.13 CARE, CUSTODY AND CONTROL OF SUBSTANCES AND MATERIALS

The Lessee shall not spill or discharge or permit to be spilled or discharged, intentionally or otherwise, any deleterious, noxious, contaminated or poisonous substances and materials (including but not restricted to fuel and other petroleum products), all as determined by the Airport Manager whose decision shall be final, onto airport lands or into airport sewer systems, storm drains or surface drainage facilities.

In the event of a spill or discharge of the said substances and materials which are, at the time of occurrence, under the care, custody and control of the Lessee or person acting on behalf of the Lessee, the Lessee shall be responsible for the cost incurred in cleaning up the spill or discharge to the satisfaction of the Airport Manager.

#### 5.14 INTERCEPTORS

If required by the Airport Manager, grease, oil and sand interceptors shall be provided by the Lessee. All interceptors shall be of a type and capacity approved by the Airport Manager and shall be readily accessible for cleaning and inspection. Such interceptors shall be maintained by the Lessee, at the expense of the Lessee, in continuous, efficient operation at all times.

## 5.15 REPAIR OF DAMAGE

If, any time or times hereafter, any damage or injury (ordinary wear and tear only excepted) should be occasioned to the said leased premises, or any part thereof, or to any works of the Lessor on the said airport by reason of or on account of the operations of the Lessee hereunder or any action taken or things done or maintained by virtue thereof, then, and in every such case, the Lessee shall, within a reasonable time upon notice thereof from the Airport Manager given in writing, repair, and restore the same in good, sufficient and workmanlike manner; in the event of failure on the part of the Lessee to so repair, the Airport Manager may, at his option, repair such damage or injury in which case the Lessee shall repay and reimburse the Lessor for all costs and expenses connected therewith or incidental thereto to the extent the Lessee is liable for the same in law plus such additional charge as may be applicable in accordance with the policies of the Lessor for administration and overhead forthwith upon receipt by the Lessee of appropriate accounts therefore from the Lessor. In the event of failure on the part of the Lessee to repair such damage or injury and in the event of non repair by the Lessor, the Lessee shall remain liable to the Lessor for the amount of such damage or injury to the extent the Lessee is liable therefore in law and payment of such amount shall be made by the Lessee to the Lessor forthwith, upon receipt by the Lessee of appropriate accounts therefore from the Lessor.

## 5.16 ERECTION AND MAINTENANCE OF BUILDINGS OR STRUCTURES

- (1) The Lessee shall not construct or erect any additional buildings or other structures on the said land without prior approval of the Lessor.
- (2) The Lessee shall not make any alterations to the said leased premises or facilities or services connected therewith or add any facilities or services, prior to receiving approval from the Airport Manager. The Lessee agrees to make the alterations at the Lessee's cost, in accordance with the requirements, terms and conditions specified and thereafter maintain the said alterations at the cost of the Lessee and to the satisfaction of the Airport Manager.

- (3) If, at any time during the term of the Lease, the Lessee defaults in its obligation of maintaining the said land and improvements, and every one of them, in accordance with the requirements of this Lease, the Airport Manager may give written notice, specifying the respect in which such maintenance is deficient, to the Lessee. If, within fifteen (15) days from the giving of such notice the default specified in such notice has not been remedied or (if the nature of such default reasonably requires more than fifteen (15) days to remedy and make right) the Lessee has not commenced or, having commenced, is not diligently completing the remedying of such default, or if such maintenance is not of a type satisfactory to the Airport Manager, the Lessor may enter upon the said land and improvements and perform such maintenance, at the cost and expense of the Lessee, plus such additional charges as may then be applicable, in accordance with the policies of the Lessor for administration and overhead; it being expressly understood and agreed that the Lessor shall not be under any obligation to perform any maintenance during the term of this Lease.

#### 5.17 VESTING OF REPAIRS, ALTERATIONS, IMPROVEMENTS OR REPLACEMENTS

Any repairs, alterations, improvements or replacements made by the Lessee to the said lease premises which by their nature are determined to be fixtures shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the Lessor without any payment of compensation to the Lessee in respect of the said repairs, alterations, improvements or replacements; nevertheless the Lessor shall have the option of requiring or compelling the Lessee upon written notice to remove such repairs, alterations, improvements or replacements, and the Lessee shall be so bound to remove and shall restore the said leased premises to original condition all at the cost and expense of the Lessee and without any right on the part of the Lessee to seek compensation for any reason whatsoever.

#### 5.18 PAYMENT OF TAXES

The Lessee shall pay or cause to be paid all rates, taxes and assessments of whatsoever description, that may at any time during the existence of this Lease be lawfully imposed, and become due and payable, upon, or in respect of the said leased premises or any part thereof.

#### 5.19 COMPLIANCE WITH REGULATIONS

- (1) The Lessee shall in all respects abide by and comply with all applicable lawful rules, regulations and by-laws of the Federal Government, Provincial Government, Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws, in any manner affecting the said leased premises.
- (2) The Lessee shall abide by and comply with all regulations regarding traffic control, airport security, sanitation and all other regulations and directives relative to the management and operation of the said airport.

#### 5:20 BUILDING SPECIFICATIONS

- (1) As of the commencement date of the lease agreement, the Lessee shall have two (2) years to complete construction of the building. If the building has not been completed within the two (2) years, the Lessor will have the option to cancel the lease agreement.
- (2) The building may be a metal or pole construction. The exterior of the building must be metal clad using the colours of white, light blue or forest green. No silver galvanized sheeting will be approved.
- (3) The roof shall be a single pitch design running the full length of the building. No lean-to additions will be allowed unless it is a necessity in order for the Lessee to conduct his/her business.



## ARTICLE 6

### ASSIGNMENT

The Lessee shall not make any assignment of this Lease, nor any transfer or sub-lease of the whole or any portion of the said leased premises demised or leased hereunder without obtaining the prior consent in writing of the Lessor to such assignment, transfer or sub-lease.

## ARTICLE 7

### LIABILITY AND INDEMNITY

#### 7.01 CLAIM OR DEMAND

The Lessee shall not have any claim or demand against the Lessor or any of its officers, servants or agents for detriment, damage, accident or injury, of any nature whatsoever or howsoever caused to the said leased premises, or to any person or property, unless such damage or injury is due to the negligence of the Lessor or any of its officers, servants or agents while acting within the scope of his duties or employment.

#### 7.02 INDEMNITY

The Lessee shall at all times indemnify and save harmless the Lessor or any of its officers, servants or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer, servant or agent of the Lessor while acting within the scope of his duties or employment.

## ARTICLE 8

### INSURANCE

In lieu of insurance the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Town of Fort Frances while acting within the scope of his duties or employment.

## ARTICLE 9

### DEFAULT AND RE-ENTRY

#### 9.01 DEFAULT AND RE-ENTRY

- (1) It is expressly agreed that:
  - (a) if the Lessee shall be in default in the payment of rent or amounts collectable hereunder as rent, whether lawfully demanded or not, and such default shall continue for a period of 15 days after the rent has become due and payable: or
  - (b) if the Lessee shall be in default of any of its covenants or agreements hereunder (other than its covenant to pay rent or amounts collectable hereunder as rent) and such default shall continue for a period of 30 days (or such longer period as may be reasonably necessary to cure such default considering the nature thereof) after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
  - (c) if the default set out in the notice given to the Lessee by the Lessor pursuant to paragraph (b) reasonably requires more time to cure than the thirty (30) day period referred to in that paragraph and the Lessee has not commenced remedying or curing the same within this thirty (30) day period or in the opinion of the Lessor fails to diligently complete the same within a reasonable time; or

- (d) if the Lessee shall make an assignment for the benefit of creditors, or shall make an assignment or have a receiving order made against it under the Bankruptcy Act, or becoming bankrupt or insolvent shall made application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or any action whatsoever, legislative or otherwise shall be taken with a view to the winding-up, dissolution or liquidation of the Lessee; then the current month's rent together with the rent for the three months next ensuing shall immediately become due and payable, if not already paid and at the option of the Lessor the term hereby granted shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever forthwith re-enter into the said leased premises, or any part thereof in the name of the whole and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding.
- (2) Forfeiture of this Lease by the Lessee shall be wholly without prejudice to the right of the Lessor to recover arrears of rent or damages for any antecedent breach of covenant on the part of the Lessee, and notwithstanding any such forfeiture the Lessor may subsequently recover from the Lessee damages for loss of rent suffered by reason of the Lease having been determined prior to the end of the term of this Lease as set out herein and this clause and the rights hereunder shall survive the termination of this Lease whether by act of the parties or by operation of law.

## 9.02 LIEN

The Lessor shall have a lien upon the chattels, goods, supplies, articles, equipment, materials, effects or things of the Lessee for any loss or damage arising by reason of the breach of any of the conditions or provisions hereof, or the failure on the part of the Lessee to comply therewith.

## ARTICLE 10

### GENERAL

#### 10.01 BRIBES

The Lessee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of the Lessor for or with a view to obtaining this Lease any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

#### 10.02 HEADINGS

Any note appearing as a heading in this Lease has been inserted for convenience and reference only, and of it-self cannot define, limit or expand the scope or meaning of the present Lease or any of its provisions.

#### 10.03 DIFFERENCES

All matters of differences arising between the Lessor and the Lessee in any matter connected with or arising out of this Lease whether as to interpretation or otherwise, shall be determined by the Lessor but without prejudice to any recourse available under law.

#### 10.04 EFFECT OF LEASE

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the successors and assigns, as the case may be, of each of the parties hereto, subject to granting of consent by the Lessor as provided herein to any assignment, transfer or sub-lease of this Lease, and where there is a male, female or corporate party, the provisions hereof shall be read with all grammatical changes to gender and number required by the context, and all covenants and obligations shall be deemed joint and several.

#### 10.05 PROVISIONS SEPARATELY VALID

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

#### 10.06 WAIVER NEGATED

The failure by the Lessor or its authorized representative, as the case may be, to require the fulfilment of the obligations, or to exercise any rights herein contained shall not constitute a waiver, a renunciation or a surrender of those obligations or rights.

#### 10.07 NO IMPLIED OBLIGATIONS

No implied terms or obligations of any kind by or on behalf of the Lessor shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the Lessor are the only covenants and agreements upon which any rights against the Lessor may be founded.

#### 10.08 ENTIRE AGREEMENT

This Lease shall be deemed to constitute the entire agreement between the Lessor and the Lessee hereto with respect to the subject matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by any party to this Lease.

#### 10.09 SURVEY MONUMENTS

The Lessee shall ensure that all legal or control survey monuments are protected and not disturbed, damaged, or destroyed during any construction or maintenance which may take place on the lands. Should any monuments be disturbed, damaged, or destroyed, the Lessee shall at its expense replace such monuments by a duly qualified Land Surveyor to the satisfaction of the Lessor. The Lessee shall be responsible for all legal and survey work, which may be required in connection with the Lease.

## ARTICLE 11

### NOTICES

- (1) Whenever in this Lease, it is required or permitted that notice or demand be given or served by either party of this Lease to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forwarded by registered mail, priority post mail, telegram, telex or facsimile as follows:

To the Lessor: Town Clerk

Town of Fort Frances  
320 Portage Avenue  
Fort Frances, Ontario  
P9A 3P9

To the Lessee:

Alex & Gary Kontz  
1786 County Highway 20  
Canby, Minnesota  
56220

- (2) Such addresses may be changed from time to time by either party giving notice as above provided.
- (3) If any question arises as to whether any notice was or was not communicated by one party to the other, it shall be deemed to have been effectively communicated or given on the day received or on the fifth day after it was mailed or sent, whichever is the earlier.



) THE CORPORATION OF THE  
) TOWN OF FORT FRANCES  
)  
)  
)  
) \_\_\_\_\_  
) Mayor  
)  
)  
) \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
by the Lessee in the presences of  
  
\_\_\_\_\_) Clerk  
)  
)  
)  
) \_\_\_\_\_

Witness  
Alex & Gary Kontz