CORPORATION OF THE TOWNSHIP OF AUGUSTA

BY-LAW NUMBER 2938

BEING A BY-LAW TO ENTER INTO AN AGREEMENT FOR FARMLAND RENTAL WITHIN THE TOWNSHIP OF AUGUSTA

WHEREAS the Municipal Act, 2001 c. 25 S.O. 2001 section 8 allows for the Powers of a Natural Person and those powers may include the entering into an agreement for service;

AND WHEREAS it is deemed expedient to provide a contract with Tristan Jensen for the rental of farmland within the Township of Augusta.

NOW THEREFORE the Council of the Corporation authorizes the CAO to enter into an agreement with Tristan Jensen for the rental of farmland within the Township of Augusta.

NOW THEREFORE the Council of the Township of Augusta hereby enacts as follows that:

1. The CAO/Clerk is authorized to enter into an agreement to rent the farmland from the Township of Augusta with the conditions as described in Schedule “A” attached hereto.

READ a first and second time this 14th day of May, 2012.

READ a third time and passed this 14th day of May, 2012.

_____ _____

REEVE CLERK

SCHEDULE “A”

“PROPERTY RENTAL AGREEMENT”

This is an agreement between the parties:

Landlord: The Augusta Township and

Tenant: Tristan Jensen

This agreement is for Mr. Jensen to rent the Farmland owned by the Township of Augusta located in Part of Lot 12, Concession 3.

It is agreed that the Rental Fee will be $40.00 per acre, for 9 acres and a total rental price of $360.00.

It is also agreed that the rental term on this property will be from May 15, 2012 to December 31, 2012. If at any time during the period of this rental agreement, the property is sold by the Township, Mr. Tristan Jensen will be reimbursed his rental fee.

It is further agreed by Mr. Jensen that at the end of the rental term, the property will be left in a condition that it will be ready for rent the following year and no equipment or farm products will be left on the property.

The Rental Fee paid by Mr. Jensen must be received in full, prior to the two parties signing this agreement.

It is agreed by Mr. Tristan that the property has been examined and is accepted with all existing conditions and that Mr. Tristan saves and holds harmless the municipality from any conditions or occurrences that may impact on Mr. Tristan equipment and any other parties.

DATED: At Maynard this _____ date of May, 2012

TOWNSHIP OF AUGUSTA

_____
TRISTAN JENSEN

_____
MIKE LAROCQUE, CAO

_____
Witness