

# The Corporation of the Municipality of Brockton



## By-Law 2021-067

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Being a By-Law to Authorize the Signing of an Amended Lease Agreement between 584653 Ontario Limited c/o David Zettler and the Corporation of the Municipality of Brockton for the Purpose of Leasing 50 East Ridge Road and 32 Cunningham Road in Walkerton

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an amended agreement with 584653 Ontario Limited c/o David Zettler with respect to leasing two municipal properties known as 50 East Ridge Road, Walkerton and 32 Cunningham Road, Walkerton and legally described as PT PARK LT 47 PL 162, PTS 2, 3, 4 & 5 3R9442; PT PARK LT 48 PL 162 & PT LTS 32-35 CON 1 NDR BRANT, PT 3R9442; S/T EASEMENT OVER PTS 3 & 4 3R9442 AS IN R382938; MUNICIPALITY OF BROCKTON; BEING ALL OF PIN# 33196-0532 (LT);

**And Whereas** the Corporation of the Municipality of Brockton is the owner of 50 East Ridge Road, Walkerton and 32 Cunningham Road, Walkerton former Town of Walkerton, Municipality of Brockton;

**And Whereas** 584653 Ontario Limited c/o David Zettler desires to continue leasing such premises under the Land Lease Agreement originally entered into with the Corporation of the Municipality of Brockton on April 28, 2020 as per By-Law 2020-053;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into an amended tenancy agreement with 584653 Ontario Limited c/o David Zettler which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 That the Mayor and Clerk are hereby authorized to execute the amended Agreement between the Corporation of the Municipality of Brockton and 584653 Ontario Limited c/o David Zettler as well as any other associated documentation.
- 3.0 That By-Law 2020-053 be hereby amended.
- 4.0 This By-Law shall come into full force and effect upon final passage.
- 5.0 This By-Law may be cited as the "Amend 584653 Ontario Limited (Zettler) Lease Agreement By-Law".

**Read, Enacted, Signed and Sealed this 11th day of May, 2021.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

## Amendment to Land Lease Agreement

This Amendment to the Lease (this "Amendment") dated this     day of     , 2021

Between:

**The Corporation of the Municipality of Brockton**  
A Municipal Corporation in the Province of Ontario  
incorporated pursuant to the *Municipal Act, 2001*

(hereinafter called the "Landlord")  
Of The First Part

-And-

**548653 Ontario Limited**

(the "Tenant")  
Of The Second Part

**Whereas** the Landlord, Tenant and User entered into a Land Lease Agreement dated the     of     2021 for 25 acres, more or less, of land that the Tenant rented and the User farmed at a rental price of \$90.00 per acre (the "Lease");

**And Whereas** the Landlord is reducing the amount of acres to be rented in accordance with s. 1.2 of the Lease and the parties wish to confirm the remaining terms and conditions;

**Now therefore**, in Consideration of the mutual benefits and obligations set forth in this Amendment, the receipt and sufficiency of which consideration is hereby acknowledged, the Landlord, Tenant and User to this Lease (the "Parties") agree as follows:

### 1. Leased Property

- 1.1. Paragraph 1.1 of the Lease shall be amended to reflect a reduction in the total rented acres from 25 acres to 19.3 acres, of which only 13.1 is workable, more or less as shown on the attached Appendix "A", which such Appendix "A" shall be substituted for the Schedule "A" to the Lease. These lands shall now be the Demised Premises as referred to in the Lease.

### 2. Rent

- 2.1 Paragraphs 3.1 and 3.2 of the Lease shall be amended as follows: The Tenant shall pay to the Landlord annual rent for the Demised Property of \$90.00 per workable acre (13.1), being \$1,179.00 in total in relation to the 13.1 acres, more or less, and described in Schedule "A", which include Harmonized Sales Tax ("HST"), if applicable.
- 2.2 The Tenant shall pay the amount owed for rent in two installments to be made on the following days of the calendar year:
- a) March 31<sup>st</sup>, in the amount of one thousand (\$500.00) dollars; and
  - b) On or before December 15th, in the amount of four thousand (\$679.00) dollars.

### 3. Remaining Terms

3.1 The parties hereto agree that all remaining terms and conditions in the Lease shall continue without alteration or amendment.

### 4. Counterparts.

4.1 This Lease may be executed and delivered by counterparts with the same effect as if the Parties hereto have signed and delivered the same document. All counterparts shall be construed together and shall constitute one and the same agreement. Any delivery of an executed copy of this Lease by way of telecopy, facsimile or email transmission shall constitute delivery hereof.

**In Witness Whereof** the parties hereto have executed this Amendment under their respective corporate seals if applicable, as of the date first written above.

#### **Landlord**

The Corporation of the Municipality of  
Brockton

By: \_\_\_\_\_

Name: Chris Peabody

Title: Mayor

By: \_\_\_\_\_

Name: Fiona Hamilton

Title: Clerk

We have the authority to bind the Corporation  
of the Municipality of Brockton.

#### **Tenant**

**548653 Ontario Limited**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Per: David Zettler

I have the authority to bind the Corporation.