

## Farm Lease Agreement

This Agreement is made as of the 1<sup>st</sup> day of January 2025,

Between:

**The Corporation of the Town of Tecumseh**  
(hereinafter referred to as the “**Town**”)

Of the First Part

-and-

**Olinda Farms Inc.**  
(hereinafter referred to as “**Olinda**”)

Of the Second Part

### Recitals:

Whereas the Town is the registered owner of the lands legally described as Part of Lots 14, 15, and 16, Concession 12, designated as Part 2 on Plan 12R25526 (the “**Property**”);

And Whereas Olinda wishes to plant crop and farm said crop on the north 18 acres of the Property as depicted in Schedule “A” hereto (the “**Farmlands**”);

And Whereas for the aforesaid purpose, the Town has agreed to lease to Olinda the Farmlands on the terms and conditions herein contained;

Now Therefore this agreement witnesseth that in consideration of the fees and covenants contained herein, the Town does hereby lease to Olinda the Farmlands on the following terms and conditions:

1. **Term**

The term of this agreement shall commence on the 1<sup>st</sup> day of January 2025 and continue until the 31<sup>st</sup> day of December 2025 (the “**Term**”);

2. **Renewal**

Renewal of this Agreement is at the Town’s sole discretion. The Term of this Lease may be extended by mutual agreement of the Town and Olinda for a further one (1) year period upon the same terms and conditions herein, except as otherwise agreed in writing by the parties executing a Lease Renewal Agreement.

### 3. **Rent**

- a. Olinda shall, during the initial Term of this Agreement, pay Annual Base Rent to the Town in the amount of Four Thousand Nine Hundred Seventy-Three --- 10/100 Dollars (\$4,973.10) plus HST to be paid in the following instalments:
  - i. One-half of the Annual Base Rent in the amount of Two Thousand Four Hundred Eighty-Six ---55/100 Dollars (\$2,486.55) plus HST on or before the 1<sup>st</sup> day of June 2025; and
  - ii. One-half of the Annual Base Rent in the amount of Two Thousand Four Hundred Eighty-Six ---55/100 Dollars (\$2,486.55) plus HST on or before the 1<sup>st</sup> day of October 2025.
- b. Should this Agreement be renewed as set out in Section 2 hereof, the Annual Base Rent shall be increased in proportion to the increase, if any, in the Consumer Price Index as determined by Statistics Canada.

### 4. **Reduction in Acreage**

The Town may, at any time or times during the Term or any renewal period, reduce the acreage of the Farmland upon the giving of at least ninety (90) days' written notice to Olinda of such reduction. Upon the giving of notice as provided herein, Olinda's rights with respect to that portion of the Farmlands shall terminate and be at an end. In the event this notice is given following Olinda's planting of crop, the Rent due and owing hereunder shall be adjusted to reflect the reduced acreage and the Town shall, upon receipt of evidence satisfactory to the Town, acting reasonably, reimburse Olinda for all amounts properly expended by Olinda with respect to the reduced acreage during the applicable Term of this Agreement in furtherance of Olinda's obligations hereunder and the Town shall have no further obligation to Olinda.

### 5. **Termination**

#### a. Termination by either Party

Either party may terminate this Agreement by giving written notice to the other party at least ninety (90) days prior to the anticipated termination date.

#### b. Termination by Town

Upon the occurrence of any of the following events:

- i. Olinda fails to pay any Rent or other sums due hereunder when due, and such Rent or other sums are not paid within fifteen (15) days after notice is given by the Town of such non-payment; and/or

- ii. Olinda fails to observe, perform, and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed, and kept by Olinda and persists in the failure after fifteen (15) days' written notice by the Town requiring Olinda to remedy, correct, desist, or comply (or such longer period as may be reasonably required to cure the breach given the nature of same);

then the Town may, at its sole option, and in addition to and without prejudice to all rights and remedies of the Town available to it either by any other provision of this Lease or by statute or general law, either:

- iii. terminate this Lease by giving Olinda thirty (30) days prior written notice of the termination, and be entitled to the full amount of the current year's Rent which shall immediately become due and payable;
- iv. in the event Olinda has planted crops on the Farmland, Olinda shall be entitled to, within a reasonable period of time after termination of this Agreement, re-enter upon the Farmland to harvest such crops.

## 6. **Covenants of Olinda**

Olinda hereby covenants and agrees with the following:

- a. Olinda shall, at its own expense, furnish and supply all farm equipment necessary for the due performance of this Agreement.
- b. Olinda shall, at its own expense, furnish and apply all materials, including seed, fertilizer, and herbicide utilized by Olinda in connection with the due performance of this Agreement.
- c. Olinda shall pay all other expenses incurred in connection with the due performance of this Agreement, it being understood that this Agreement is to operate carefree and free of costs to the Town.
- d. Olinda shall, in the Fall of this Term and in the Fall of any subsequent renewal term, leave the Farmland in good condition in accordance with proper farm husbandry ready for the next crop season.
- e. Olinda shall provide to the Ontario Ministry of Agriculture, Food & Agribusiness a copy of its valid Farm Business Registration Number to maintain the farm property class rate for each taxation year.

## 7. **Indemnity**

- a. Olinda shall indemnify and save harmless the Town and its members of Council, directors, officers, employees, agents and representatives, from

and against, all losses, damages, expenses, obligations, liabilities (whether accrued, actual, contingent, latent or otherwise), fines, penalties, sanctions, claims, orders and demands of whatever nature or kind, including all reasonable legal fees and disbursements, whether in contract, tort, statute or otherwise, related to, resulting from, connected with or arising out of:

- i. Olinda's use of the Farmlands, including, without limiting the generality of the foregoing, arising as a result of the use by Olinda of fertilizers and herbicide sprays on the Farmlands;
  - ii. any breach, violation or non-performance of any covenant, condition or agreement herein set forth and contained on the part of Olinda to be fulfilled, kept, observed and performed; and,
  - iii. any injury to person or persons, including death, resulting at any time from anything occurring in or about the Farmland.
- b. This indemnification by the Tenant shall survive the termination of this Lease.

## 8. **Insurance**

Olinda shall provide to the Town upon execution of this Agreement and upon the execution of any renewal hereof, a certificate, satisfactory to the Town, of public liability and property damage insurance coverage in the amount of Two Million Dollars (\$2,000,000.00) which certificate shall endorse the Town as an additional named insured.

## 9. **General**

### a. Relationship of the Parties

The parties hereto expressly disclaim any intention to create, and nothing in this Agreement shall be deemed to create a partnership or joint venture between them and neither of the parties hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other except as otherwise expressly provided for herein.

### b. Assignment and Subletting

Olinda shall not assign or sublet its interest in this Agreement or any part of its interest in this Agreement, nor grant any licence or part with possession of the Farmland or transfer any other right or interest under this Agreement without the prior express written permission of the Town, which consent may be arbitrarily withheld.

c. Enurement

The terms “Town” and “Olinda” shall include their heirs, executors, administrators, successors and approved assigns in the singular or plural number, and all the covenants shall be construed to be joint and several.

d. Notice

It is further understood and agreed by and between the parties hereto that all notices, demands and requests which may be or are required to be given by the Town to Olinda or by Olinda to the Town under the provisions of this Agreement, shall be in writing and may be mailed or delivered, and shall be addressed:

in the case of the Farmer, to:                   519 Hope Lane  
Leamington, Ontario N8H 3V5

or in the case of the Corporation, to:       Town of Tecumseh  
917 Lesperance Road  
Tecumseh, Ontario N8N 1W9  
Attention: Robert Auger, Clerk

or to such other address as either party may from time to time designate by written notice to the other.

**In Witness Whereof** the said parties have hereunto set their hands and seals.

**The Corporation of the Town of Tecumseh**

Per: \_\_\_\_\_  
          Gary McNamara, Mayor

Per: \_\_\_\_\_  
          Robert Auger, Clerk

We have authority to bind.

**Olinda Farms Inc.**

Per: \_\_\_\_\_  
          Phil Brander, President

I have authority to bind.

**Schedule A  
Farmlands**

The Farmlands are shown below outlined in red.

