



**CORPORATION OF THE TOWN OF INGERSOLL
BY-LAW NO. 10-4560**

**A by-law to authorize the execution of an amended Lease
Agreement between Curtis and Tracey Godick
(Mrs. Putts Miniature Golf)**

WHEREAS the Town of Ingersoll desires to enter into an amended Agreement for the lease of lands identified as Part Lot 131, Block III, Registered Plan 279 in the Town of Ingersoll lying west of the lands occupied by the Ingersoll Pipe Band Hall and west of Merritt Street and south of the River Thames and north of Canadian Pacific right of way, municipally known as Mrs. Putts Miniature Golf.

NOW THEREFORE the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute a lease agreement with Curtis Godick and Tracey Godick and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That a copy of the said agreement shall be annexed to and form part of this by-law.
- (3) That By-law No. 10-4553 be rescinded in its entirety.

READ a first and second time in Open Council this 14th day of June, 2010

READ a third time in Open Council and passed this 14th day of June, 2010.

THE CORPORATION OF THE TOWN OF INGERSOLL

Paul Holbrough, Mayor

Elaine Clark, Clerk

THIS AGREEMENT made in duplicate this ____ day of _____, 2010.

B E T W E E N:

THE CORPORATION OF THE TOWN OF INGERSOLL
hereinafter call the "Town" of the FIRST PART

- and -

Curtis & Tracey Godick (Mrs. Putts Miniature Golf)
hereinafter called the "Party" of the SECOND PART

WHEREAS the Town has been given the right to occupy and use certain flood plain lands owned by Upper Thames River Conservation Authority and being composed of Part Lot 131, Block III, Plan 279 for the Town of Ingersoll lying west of the lands occupied by Ingersoll Pipe Band and west of Merritt Street and south of the River Thames and north of Canadian Pacific right of way, as shown on rough sketch attached hereto as Schedule "A";

AND WHEREAS the Town has been given the authority to permit the use of said lands as hereinafter provided, to the Party of the Second Part for the purposes herein stated;

THEREFORE this Agreement witnesseth that, in consideration of the premises and other valuable consideration, the Parties hereto mutually covenant and agree as follows:

- (1) The Town hereby gives the use of that portion of the above mentioned flood plain lands, lying west of the lands occupied by Ingersoll Pipe Band, said parcel to be used by the Party of the Second Part, to run 210 feet westerly from a point 75 feet west of the Ingersoll Pipe Band building and running northerly from a road or lane immediately north of the Canadian Pacific Railway right of way to the Thames River embankment for the improvement of said lands and the installation of a Mini Golf and said area being shown outlined in red on Schedule "A" attached hereto.
- (2) This Agreement is to be for a period of three (3) years ending June 30, 2013, subject to the provisions as hereinafter provided, with an option to the Party of the Second Part to extend the term hereof for a further period of four (4) consecutive five (5) years terms.
- (3) The Party of the Second Part agrees:
 - (a) to pay annually to the Town a supervisory fee of ONE HUNDRED (\$100.00) DOLLARS payable on the 1st day of January.
 - (b) no buildings or structures of a permanent nature shall be placed on said lands except those authorized and permitted by the Town.
 - (c) to keep and maintain said property in a clean, tidy and presentable condition.

- (d) to cut the grass and weeds thereon at their expense.
- (e) to provide proper fencing around the area at their expense.
- (f) to save harmless the Town from all Claims and demands for injury or loss of life or damage to property or otherwise occurring on said lands and arising out of use and occupation thereof by the Party of the Second Part and to maintain in force at all times such public liability insurance coverage in the amount of \$2,000,000 as the Town may require from time to time in order to protect the Town with respect to any activity carried on by the Party of the Second Part on said lands and to provide the Town with proof of such coverage.
- (g) to provide for sufficient parking of vehicles on said area.
- (h) to maintain the required electric lighting facilities at their expense.
- (i) to maintain vehicle and pedestrian entrances approved by the Town Engineer at their expense.
- (j) to remove all garbage at least weekly from said area.
- (k) will not, in any way, impede or obstruct the area of the adjacent land leased by Ingersoll Pipe Band and will not permit any patron vehicles to be parked on its land.
- (l) that the hours of operation of business by the part of the Second Part shall not continue between 11:00 p.m. and 9:00 a.m. on any day.
- (m) to pay the annual municipal business taxes levied therein as they become due, if applicable.
- (n) to pay all legal expenses in connection with this Agreement and any renewal thereof.
- (o) that, upon the termination of this Agreement or any renewal thereof or upon the Party of the Second Part ceasing to operate said miniature golf course as the owner thereof, then all fences and other installations shall be removed and the property to be restored as close as possible to its original condition at their expense.
- (p) to provide adequate dust control layer on abutting lanes during said term or renewal thereof.
- (q) to provide and maintain restroom facilities, if required
- (r) to install and maintain a sign on the North West corner of the intersection of Wonham and Charles St. W. to be no larger than 14 feet from the ground and 8 feet wide. Location of the sign to be subject to the written approval of the Chief Building Official, the Director of Parks & Recreation and the Director of Engineering Services for the Town.

- (s) Subject to the written approval of the Town and the Upper Thames Regional Conservation Authority, to expand the business within the area of the lease that compliments the business and community.
- (4) It is further provided that this Agreement, at the option of the Town may be cancelled at any time during said term or any renewal thereof upon the giving of one month's notice if the Party of the Second Part fails to perform any of the terms and conditions embodied herein. Furthermore, the Party of the Second Part will have 10 days notice to rectify any infringement of the terms or conditions herein, by way of written notice delivered to the Party of the Second Part, before any execution is given to terminate this Agreement.
- (5) If the Upper Thames Regional Conservation Authority terminates its lease with the party of the First Part then on thirty (30) days written notice by the part of the First Part to the party of the Second Part this agreement and lease will be terminated and the party of the Second Part shall vacate the lands.
- (6) This Agreement is not assignable nor transferable without the consent in writing of the said Town of the First Part.

THIS AGREEMENT shall enure to the benefit of and is binding upon each of the Parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Party of the First Part has hereunto set its Corporation Seal duly attested by the hands of its Mayor and Clerk Deputy Administrator, authorized on its behalf at the Town of Ingersoll in the County of Oxford.

THE CORPORATION OF THE TOWN OF INGERSOLL

Paul Holbrough, Mayor

Elaine Clark, Clerk/Deputy CAO

Mrs. Putts Miniature Golf

Curtis Godick

Witness

Tracey Godick

Witness

SCHEDULE "A"

