**Lane Lease Ordinance**

**Purpose:** The purpose of this ordinance is to allow the Town of Randolph to lease various properties owned by the Town to local residents for agricultural purposes until the town ahs need of the properties for future growth of the Town.

**Effect of Previous Ordinances:** This Ordinance supersedes all other Randolph Lane Lease Ordinances or agreements. Uses which were not lawfully established under the previous Ordinance or agreement and which do not conform to this Ordinance are nonconforming uses, unless this Ordinance is changed in a manner that makes the use conform to this ordinance.

**Creation of Lane Lease Ordinance:** There is hereby created an ordinance allowing the Town of Randolph to lease property to local residents for agricultural purposes until the town has need of the said properties for future growth of the Town.

**Duration of Lease:** The Town of Randolph will lease the properties for 1 (one) year, after which the lease will be reviewed by the Town Board and upon approval will extend for a period of 3 (three) years. After that period the lease will be renewed upon approval by the Town Board and will be renewed every 3 (three) years.

**Billing of Lease:** Billing of the lease will be annually. Bills will be sent out the first week in May. This bill will be due on May 31st of every year.

**Lease Amount:** The lease amount is $100.00 (one-hundred dollars) per lease, per year.

**Lessee Agreements:** The Town of Randolph will lease property to residents if the residents are willing conform to the uses of the said property and maintain the property to the satisfaction of the Town Board.

Uses for the property shall conform to the agricultural use only. Building on said property for commercial or industrial use is prohibited, and shall immediately revoke the lease.

The lessee shall pay lease amount in a timely manner.

The lessee shall renew said contract in a timely manner.

Maintenance of the property will include:

 1. Establishing boundaries of the leased land with a maintained fence.

 2. Maintain and repair the fence regularly as needed.

 3. Maintaining property as needed.

**Application for Lease:** A new application must be filled out by lessee and submitted to the Town Clerk. A payment $100.00 (one-hundred dollars) per lease per year at the time of application will be made to the Town Clerk. After the application and payment are made, The Town Board will approve or deny the application. If the application is approved, a contract between the Town of Randolph and the lessee will be drawn up. If the application is denied, an 80% (eighty percent) refund will be given to the applicant. The other 20% (twenty percent) will be retained by the Town for processing fees and is non-fundable.

**Renewal of Lease:** Renewal of lease will be obtained when a previous lessee submits a renewal application of the Town clerk. A payment $100.00 (one-hundred dollars) per lease per year at the time of application will be made to the Town Clerk. After the application and payment are made, The Town Board will approve or deny the renewal. If the application is approved, a renewal contract between the Town of Randolph and the lessee will be drawn up. If the application is denied, an 80% (eighty percent0 refund will be given to the applicant, the other 20% (twenty percent) will be retained by the Town for processing fees and is non-refundable.

**Open Lease:** If a lease has been revoked, or if lessee does not want to renew the lease. An opening to that lease will occur. The opening shall be posted within the Town, and applicants will be viewed on a first come/first serve basis.

**Transfer of Lease:** Should a lessee not want to renew the lease but would like to transfer the lease. The Town of Randolph would then allow a new contract to be written up for the new lessee.

**Termination of Lease:** The Town of Randolph has the right to terminate the lease in order to allow expansion to the town. If a lease is terminated, the lessee will be refunded the full amount of the annual fee $100.00 (one-hundred dollars). After a lease is terminated, the lessee will have 30 (thirty) days to remove any livestock from property.

**Severability:** The provisions of this ordinance are declared to be severable, and if any section, provision or part thereof shall be held unconstitutional or invalid, the remainder of this ordinance shall continue in full force and effect, it being the legislative intent that this ordinance would have been adopted even if such unconstitutional matter had not been included therein. It is further declared that, if any provision or part of this ordinance, or the application thereof to any person or circumstances, is held invalid, the remainder of the application thereof to other persons shall not be affected thereby.

**EFFECTIVE DATE:**

This ordinance shall become effective immediately upon passage.

DATE this Day of 2010

ATTEST

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Lana Jo Peart Charles R. Winder

Town Clerk/ Secretary Mayor

(Original document and signatures may be found in the Town Office.)