

This Indenture made the _____ day of _____, 2023.

Between:

The Corporation of the Township of Douro-Dummer,

hereinafter called the "Lessor"

Of The First Part

And

XXXXXX

hereinafter called the "Lessee"

Of The Second Part

Witnesseth that the Lessor, in consideration of the rents, covenants, provisos and conditions contained herein, leases unto the Lessee;

Description: ALL AND SINGULAR the one certain parcel or tract of land and land covered by water (hereinafter referred to as "the said land") situated lying and part of Lot 32, Concession VIII, in the former Township of Dummer, now Township of Douro-Dummer, County of Peterborough, Province of Ontario, being more particularly shown as **Part 1 and/or 3** on Reference Plan 45R11073 hereto annexed and designated Schedule "A"; TOGETHER WITH an undefined right of access thereto over Township lands, which may be designated from time to time by the Township.

TO HAVE AND TO HOLD the said land unto the Lessee from and after the 19th day of May, Two Thousand and Twenty-Three (2023) for a period of six (6) Months and then to be fully and completely ended.

YIELDING AND PAYING, therefore, during the currency of this lease unto the Lessor, to the Township in lawful money of Canada, the following rent or sum of \$xxxx payable on or before May 19th, 2023.

Interpretation IN THIS agreement

"Township" means the Township of Douro-Dummer and any person it has delegated to act on its behalf.

It is agreed by and between the said parties hereto that these Presents are made and executed upon and subjects to the covenants, provisos, conditions and reservations hereinafter set forth and contained, namely:

Purpose 1) That notwithstanding anything in this Lease contained, the said land shall be used by the Lessee in conjunction with the Lessee's operations and facilities.

To Pay Rent 2) That the Lessee shall pay all rental herein reserved at the time and in the manner in these Presents set forth, without any abatement or deduction whatever.

Taxes 3) That the Lessee shall pay or cause to be paid all rates, taxes and assessment, of whatever description, that may at any time during the existence of these Presents be imposed, or become due and payable upon, or in the respect of the said land.

Access 4) That the Lessor, its servants, or agents shall, at all times and for all purposes, have full and free access to any and every part of said land, while acting within the scope of their duties or employment.

- Assignment 5) That the Lessee shall not make any assignment or these Presents, not any transfer or sublease of any of the land, rights or privileges demised or leased hereunder, without obtaining the prior consent in writing of the Township to such assignment, transfer or sublease.
- Repair and Maintenance 6) That the Lessee shall not, during the currency of this Lease, do suffer or permit to be done any act or thing which may impair, damage or injure the said land beyond the damage occasioned by reasonable use, and shall, at the Lessee's own cost and expense maintain and repair all portions of the said land which at any time be damaged by the Lessee or thier Agents, other than in reasonable use thereof, the Township to be sole judge of meaning of the words "reasonable use".
- Improvements 7) That any improvements made to the said land by the Lessee at any time during the term of this lease, to make said land suitable for the purpose referred to in Clause No. 1 hereof, shall be at the risk, cost and expense of the Lessee, all to the satisfaction of the Township.
- Construction Of Buildings Or Structures 8) That the Lessee shall not construct or erect any buildings or other structures on said land without obtaining the approval of the Township, of plans showing the design and nature of construction of such buildings or structures and their proposed location, and all such buildings or structures shall be constructed and thereafter maintained by and at the cost and expenses of the Lessee, all to the satisfaction of the Township.
- Annoyance Nuisance 9) That the Lessee shall not, at any time during the currency of this lease, do, cause or permit to be done, any act or thing in or upon the said land which shall or may be, or might become, an annoyance, nuisance, or disturbance to the occupiers of any land or premises adjoining or in the vicinity of said land and of which matters of the Township shall be the sole judge and their decision thereon binding on the Lessee. This provision shall also apply to requiring the Lessee to monitor the municipal wharf for similar situations and advising the municipality of any non-compliance issues at the municipal wharf.
- Public Use Of Wharf 10) That the Lessee shall not interfere with the public use of the Township Wharf and shall at all times indemnify the Lessor for all damage to the said Wharf arising out of the operations of the Lessee hereunder, all at the cost and expense of the Lessee and to the satisfaction of the Lessor.
- Title 11) That it is hereby declared, and this Lease is accepted by the Lessee upon the Lessee upon the express condition that the Lessee shall have no recourse against the Lessor, should the Lessor's title to the said land be found to be defective, or should these Presents prove ineffectual by reasons of any defect in such titles.
- Claims and Damages 12) That the Lessee shall not have any claim or demand against the Lessor for loss, damage or injury or any nature whatsoever, or howsoever caused to the said land or to any person or property, at the time brought placed, made or being on said land unless such damage or injury is due to the negligence of any officer or servant of the Township while acting within the scope of their duties of employment.
- Indemnity 13) That the Lessee shall at all times indemnify and save harmless the Lessor from and against all claims and demands, loss, cost, damages, actions, suits or other proceeding by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributed to the execution of the Presents, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damages resulting from the negligence of any officer or servant of the Township.
- Insurance 14) That the Lessee shall, at the time of signing this lease and payment of the rent, provide to the Lessor proof of liability insurance coverage in a minimum amount of \$5,000,000.00 with the Township shown as a named Insured.

- Termination 15) That this lease may be terminated at any time:
- a) By the Lessee upon sixty days' notice in writing, such notice to be emailed to Martina Chait-Hartwig, Acting Clerk, martinac@dourodummer.on.ca or,
 - b) By the Lessor if said land or any part thereof should be required at any time during the currency of this Lease for any public purpose upon sixty day's notice in writing, on behalf of the Township and either delivered to the Lessee or any officer of the Lessee, or mailed to the land known place of business or office of the Lessee.

And thereupon, after the expiration of such period of notification, these Presents shall be determined and ended, and the Lessee shall thereupon, and also in the event of determination of this Lease in any other manner, except re-entry under Clause No. 16 hereof, forthwith remove from the said land all things at any time brought or placed by the Lessee and shall also to the satisfaction of the Township repair all and every damage and injury occasioned to the said land by reason of removal or in performance thereof, but the Lessee shall not, by reason of any action taken or things performed or required under this clause be entitled to any compensation whatever, provided that, unless required by the Township, no good, chattels, materials, effects or things shall be removed from the lands and premises of the Lessor until all rent due or becomes due under this Lease is fully paid.

- Default 16) That, notwithstanding anything in this Lease contained if the rent above reserved, or any part thereof, shall be in arrears or unpaid, whether or not the same have been in any manner demanded, or in case default, breach or non-observance be made or suffered by the Lessee at any time or time, in, or in respect of any of the covenants, provisos, conditions, and reservations herein contained, which on the part of the Lessee ought to be observed or performed, then, and in every such case provided such non-payment of rent, default, breach, or non-observance is not cured within fifteen days from the date of notice thereof in writing from the Lessee and signed by or on behalf of the Township, the Lessor may terminate this Lease by giving to the Lessee a notice in writing signed by or on behalf of the Township, and either delivered to the Lessee or any officer of the Lessee, emailed or mailed to the last known address of the Lessee's place of business or office, and thereupon after the delivery or mailing of such written notification, this Lease shall be determined and ended, and in that event, it shall be lawful for the Lessor, its Servants or agents, to re-entre and thereafter to have, possess and enjoy the said land and all improvements thereon.

And no acceptance of rent subsequent to any breach or default, other than non-payment of rent, not any condoning, excusing or overlooking by the Lessor on previous occasions of breaches or defaults similar to that for which re-entry is made shall be taken to operate as a waiver of this condition nor in any way defeat or affect the rights of the Lessor hereunder.

- Service 17) That this Lease is granted strictly subject to the right of the Lessor and the Lessee and Licensees of the Lessor to maintain and operate utility services installed on the said land at the date of this Lease, and to the right of the Lessor and the Township to grant leases or licences, as the case may be, at any time during the currency of this Lease, covering the right and permission to install, lay, maintain and use utility services on, over or across the said land and the Lessee shall not, at any time during the currency hereof, do anything or cause or permit anything to be done which will in any way interfere with the rights and privilege or permission thereby granted, provided that the Lessee or Licensee thereunder shall not commence to exercise their rights and privileges or permissions thereby granted unless and until the consent in writing is first obtained from the Lessee, and which consent shall not be unreasonably withheld.

Held 18) Provided always and that it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over the expiration of the term hereby granted, and the Lessor will accept rent, the new tenancy thereby created shall be a tenancy at will and not a tenancy from year to year, and the Lessee shall pay as rent during the time of such occupancy a rental to be determined at the discretion of the Lessor, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to the tenancy at will.

Pollution 19) That the Lessee shall not discharge, or cause, or permit to be discharged or howsoever to get into the waters of said lands any deleterious – materials, noxious, contaminated, or poisonous substances, including oil, petroleum and petroleum products, all as determined by the Lessor whose decisions shall be final, and if at any time and from time to time during the term of this Lease any pollution is caused to the waters of the said lands by reason or as a result of the operations of the Lessee or sub-lessee or assignees of the Lessee, as to all of which the Lessor will be the sole judge, and decisions shall be final, the Lessee shall forthwith without interruption and complete the work of removal of such pollution materials from said waters, at the cost and expense of the Lessee and to the satisfaction of the Lessor, and in such a case as the Lessee fails to carry out its obligations under this clause, the Lessor may cause such work to be undertaken, prosecuted and completed all at the cost of the Lessee. The Lessee shall, forthwith upon demand therefor, reimburse the Lessor for all cost and expense incurred by the Lessor in the performance of such work and all other costs and expenses connected therewith or incidental thereto, and all such costs and expenses shall constitute a debt payable by the Lessee to the Lessor.

That the Lessee shall not place or deposit or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste or debris or other materials, articles or things on the said lands which may form a deposit thereon or therein without prior consent, in writing, of the Lessor.

Navigable Waters' Protection Act 20) That the Lessee shall fulfill in all respects the requirements of Part 1 of the Navigable Waters' Protection Act, Chapter N-19 of the Revised Statutes of Canada 1970.

Compliance with Law 21) That the Lessee shall in all respects abide by and comply with all rules, regulations, and By-laws of the Municipality and other governing bodies, in any manner affecting the said lands.

Care Of 22) That the Lessee shall, at the Lessee's own cost and expense, at all times during the currency of this lease, keep the said land in a neat and tidy condition, removing or causing to be removed therefrom all paper, refuse, litter, waste or rubbish arising out of the operations of the Lessee under the Lease, all to the satisfaction of the Township. This provision shall also apply to requiring the Lessee providing daily inspection of the municipal wharf and maintaining it in a similar neat and tidy condition.

Misrepresentation 23) That if this Lease has been secured by misrepresentation as to any material fact, this Lease may be summarily cancelled by the Lessor in the manner hereinbefore provided.

Concession 24) That no concessions of any kind shall be granted by the Lessee without the prior approval of the Township.

Discrimination 25) That the Lessee and any sub-Lessees shall not discriminate against any person by any reason protected by the Ontario Human Rights Code, in any manner whatsoever, pertaining to the operation and use of the said land.

Witness our hands and seals.

Signed, Sealed and Delivered
in the presence of,

Name of Lessee

Per: _____

I have authority to bind the corporation.

**The Corporation of the Township of
Douro-Dummer**

Per: _____
Mayor, Heather Watson

Per: _____
Acting Clerk, Martina Chait-Hartwig

Schedule A

Legal Description of Property:

ALL AND SINGULAR those two certain parcels or tracts of lands and land covered by water (hereinafter referred to as the "said lands") situate lying and part of Lot 32, Concession VIII, in the former Township of Dummer, now Township of Douro-Dummer, County of Peterborough, being more particularly Part Reference Plan 45R11073 hereto annexed and designated Schedule "A", Together with an undefined right of access thereto over Township lands, which may be designated from time to time by the Township.