

THIS INDENTURE made in triplicate the 17th DAY OF September, one thousand nine hundred and ninety-one

B E T W E E N:

CORPORATION OF THE VILLAGE OF BOBCAYGEON

hereinafter called the LESSOR, OF THE FIRST PART

and

KAWARTHA REGION ARTS AND HERITAGE SOCIETY

hereinafter called the LESSEE, OF THE SECOND PART

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor DOTH demise and LEASE unto the Lessee, its executors, administrators, successors and assigns, all that messuage or tenement situate, lying and being Part of Part Block 4, Plan 70, North of Dunn Street as illustrated on the sketch attached hereto and marked as Schedule "A".

TO HAVE AND TO HOLD the said demised premises for and during the term of Ninety-nine (99) years to be computed from the 1st. day of October, 1990, one thousand nine hundred and ninety and from thence forth next ensuing and fully to be complete and ended September 30, 2089.

YIELDING AND PAYING therefor yearly and every year during the said term unto the Lessor, its heirs, executors, administrators, or assigns, the sum of TWO-----(\$2.00)-----DOLLARS of lawful money of Canada, to be payable on the following days and times, that is to say, on the 1st. day of October in each and every year the sum of Two (\$2.00) Dollars shall become due and payable, the first of such payment to become due and be made on the 1st. day of October, 1990.

SPECIAL PROVISIONS:

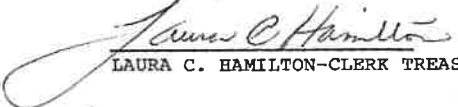
1. The Lessee acknowledges the existence of the Lawning Bowling Club's facilities on the property, as shown in the attached Schedule "A" and agrees not to construct permanent facilities or structures on the area immediately behind these facilities, in a size approximately equal to the present greens. When either party, the Lawn Bowling Club on the one hand and the Kawartha Region Arts and Heritage Society on the other hand, can demonstrate to the Village Council's satisfaction the need for additional space. The Council may either turn over this reserve land to the Lawn Bowling Club or to the Kawartha Region Arts and Heritage Society.
2. It is hereby further acknowledged that the Lessee recognizes that a major storm water retention pond is located on the property and is to remain for the foreseeable future, and further that a drain flows through the property from the pond to Dunn Street and this drain cannot be blocked in any way.
3. It is hereby further acknowledged that the Lessee recognizes that a water storage tank may be erected on the property in the future and that the water pipes will have to be installed to the tower from Dunn Street, (exact location of the tower to be determined). Prior to construction or placement of buildings on the site, Village approval is required.
4. It is hereby further acknowledged that the Lessee recognizes that a low area in the southeast corner of the property presently floods at certain times of the year. This low area is not to be changed in any way without Village approval.
5. The Lessee covenants and agrees that they shall be responsible for all maintenance and operational costs of the Society and shall not in any way hold themselves out to the public as being a legal statutory creation of the Village.

6. The Lessee covenants and agrees to maintain insurance on any and all improvements which they construct on the said lands and the Lessee further covenants and agrees to maintain their own liability insurance.
7. The Lessee covenants and agrees that should the Society lose or surrender its charter, then this agreement is null and void.
8. It is hereby further acknowledged that the Lessor/Lessee recognizes that various disciplines of the arts will be involved and that the various buildings will be used to accomodate work areas for these disciplines.
9. Lessor and Lessee realize that a museum will be located on the property.
10. The Lessee covenants and agrees that the said property shall not be used in a retail or commercial capacity, save and except those items which are related directly to the objects and purposes of the Society and may be sold on the subject property.
11. The Lessor acknowledges and agrees that the land may be used for concerts, displays, shows, classes, lectures, seminars, tours, dances, receptions, food and beverages prepared and consumed, and further that items directly related to the purposes of the Society may be sold on the property.
12. The Lessor covenants and agrees to pay the property taxes on the subject property.
13. The Lessee covenants and agrees to pay the water and sewer rates on the subject property.
14. The Lessor and Lessee agree that this lease shall automatically renew for a further ninety nine (99) years upon the termination of the original term.
15. The Lessor and Lessee acknowledge that a service corridor will be available from Dunn Street to accommodate such pipes to service the water tower which will be located in the rear half of the property (exact location of water tower to be determined at time of construction). The Lessor reserves the right to have vehicle access over the service corridor to gain access to the tower and the storm water retention pond.


IN WITNESS WHEREOF the parties hereto have affixed their corporate seals.

CORPORATION OF THE VILLAGE OF
BOBCAYGEON


FRANK POOLE, REEVE


LAURA C. HAMILTON-CLERK TREASURER

KAWARTHA REGION ARTS AND
HERITAGE SOCIETY.


ANNE CLELAND, PRESIDENT


JEAN WARD-SMITH, SECRETARY