

**COPY OF LEASE BETWEEN THE
VICTORIA COUNTY HISTORICAL
SOCIETY
and the
CITY OF KAWARTHA LAKES**

Signed *August 1, 2020*

IN PURSUANCE of the Short Forms of Leases Act, R.S.O. 1990, c. S. 11, as amended, between THE CORPORATION OF THE CITY OF KAWARTHA LAKES, hereinafter called the 'City', as Landlord, and THE VICTORIA COUNTY HISTORICAL SOCIETY, hereinafter called the "Society" as Tenant.

WHEREAS the City is a municipal corporation pursuant to the provisions of the Municipal Act, R.S.O. 1990, c. M.45, as amended;

AND WHEREAS the City is the registered owner of those lands and premises more particularly described on Schedule "A" attached hereto and generally called the "Old Jail" on Victoria Avenue North, in the Town of Lindsay, and in the City of the Kawartha Lakes;

AND WHEREAS the society is a not-for-profit corporation by way of Letters Patent issued to its incorporators on the 3 day of August, 1976, under Part III of the Corporations Act, R.S.O. 1990, c.38, as amended.

AND WHEREAS the City has for many years leased these lands to the Society to utilize the site of the Old Jail and its courtyards for the exhibits and displays associated with the Museum facility owned and operated by the Society as a Heritage and Cultural Center.

AND WHEREAS the Council of the Corporation of the Town of Lindsay did by By-Law No. 200-68 duly enacted on the 11th day of September, 2000, pursuant to the Ontario Heritage Act, R.S.O., 1990 c. o.18, s.29, designate the Old Jail a property to be of historic or architectural value or interest.

IN CONSIDERATION of the sum of \$2.00 and other valuable consideration now paid by each party to the other the parties agree as follows:

1. (a) In this indenture, the "Demised Area" shall mean the whole of the building referred to as the Old Jail situated upon the lands comprising Lot 13, North of Francis Street, in the Town of Lindsay, in the City of Kawartha Lakes together with the courtyards immediately adjacent to that building and currently used in connection with the museum now operated upon such lands. It is understood that the Old Jail courtyard walls must be removed, at the City's expense, due to structural Health and Safety concerns and mutually beneficial to both the City and Society, use of the Courtyard will be agreed upon including a delineated perimetre. Please reference Schedule "B" courtyard diagram sketch.

(b) In reference to **Schedule "B"**, a reference sketch for the removal of the courtyard walls, the south courtyard space is reserved for a future new build addition to the museum, which shall be agreed upon in writing at the relevant time. Chain link fencing will be erected to secure that space. On the north side, there shall be a gate to the Colborne Street entrance, fencing to be

erected as shown (stone or brick and wrought iron on top, and a double gate where noted. The northern section shall be paved parking, with a designated bus parking space on the Colborne Street side, and the balance of the middle courtyard space shall be left as green space with the museum to create a contextual exhibit to show the courtyard's history.

(c) In reference to the adjacent property at 28 Francis Street, Lindsay, currently the Human Resource office for the City, but formally the historic Land Registry Office and Library, the City shall offer the property to be added to the museum "campus" by addendum to this lease, should they decide to vacate the building.

2. (a) The Landlord hereby demises and leases the Demised Premises to the Tenant subject to the rights in the nature of easements set out in clause 2 (2) hereof, for a term of twenty (20) years commencing August 1, 2020 or such earlier date as the parties may in writing agree upon, and expiring July 31, 2041, on the terms and conditions set out in this indenture.

(b) At any time during this agreement, a two (2) year notice of non-renewal of the lease is required from either party to allow time to find other accommodations.

(c) The Landlord and any agency (whether governmental or otherwise) owning or operating a public utility as that term is defined in the Public Utilities Act, R.S.O. 1990, c. P. 52, or the Public Utilities Corporation Act, R.S.O. 1990, c. P. 53, and their respective successors and assigns shall have the right:

(i) to install, maintain, repair, replace, reconstruct, enlarge, inspect or test any pipes, cable, meters or other plant whatsoever on, under or adjacent to the Demised Area as part of, appurtenant to or in connection with any such public utility, and

(ii) by their respective officers, employees, agents and contractors, to enter upon the Demised Area, with or without all necessary or convenient gear and equipment, for the purposes set out in clause (b) (i) hereof.

3. The Tenant shall pay the Landlord rent consisting of a fixed annual portion of \$1.00, if demanded, payable on the 1st day of January in each and every year during the currency of this indenture.

4. (a) The Tenant covenants with the Landlord:

- (i) to pay rent;
- (ii) City will pay utilities as agreed upon, namely water and hydro.
- (iii) the tenant shall not be subject to any and all such taxes or rates, if any, applicable as a result of the occupation by the Tenant of the Demised Area;
- (iv) not to make changes in surfacing, grade or landscaping, at or on the Demised Area, except in accordance with plans therefore which have been submitted to, and approved by, the City, such approval not to be unreasonably withheld, and to make any such changes expeditiously in a good and workerlike manner (including proper clean-up) to the satisfaction of the City;
- (v) to keep the Demised Area in a clean and well-ordered condition, and not to permit any rubbish, refuse, debris or other objectionable material to be stored, or to accumulate therein, all to the satisfaction of the City;
- (vi) to use the Demised Area only as a Heritage and Cultural Centre;
- (vii) not to assign or sublet or enter into an agreement with any other agency or corporation for the use of all or any portion of the Demised Area without leave of the City, which leave may be reasonably withheld;
- (viii) not to erect any signs, buildings or other non-landscaping structure on the Demised Area without the written consent of the City;
- (ix) City to provide and assume all responsibility for the paving, yard maintenance, snow and ice removal, routine building repair and upkeep including all exterior envelope features including but not limited to roof, eavestroughs and downspouts, steps/stairs, exterior doors, windows, walls, stonework, sealant against pests such as bats, bees, rodents and removal/clean-up of same, and all interior systems including but not limited to HVAC, heating systems, plumbing and potable water, fire suppression system, lighting and electrical standards to meet current codes including any updates to

relevant building safety and accessibility Codes or Acts within the duration of the Lease, at the City's cost.

- (x) to ensure that nothing is done or kept at or on the Demised Area which is or may be a nuisance, or which causes damage to or interference with normal usage of any adjoining property, provided that the use referred to in paragraph (v), and the vehicles, supplies and equipment necessarily incidental thereto shall not be deemed to be, in and of themselves, a nuisance;
- (xi) to take at its own expense all measures necessary to ensure to the City's satisfaction that the plant of or appurtenances to any municipal service or public utility now or in the future on, under or adjacent to the Demised Area, is adequately protected against damage, impairment, destruction or loss;
- (xii) not to store inflammable or explosive substances on the Demised Area;
- (xiii) to work with the City to review and complete the structural/systems items necessary to obtain the Fire Permit to open the 3rd floor for public access.
- (xiv) upon termination of the tenancy, at its own risk and expense, to remove from the Demised Area within thirty (30) days, any fixtures and chattels belonging to it, with all damage, if any, caused by such removal made good by it, and to leave the Demised Area neat, clean, level and free of all waste material, debris and rubbish, all to the City's satisfaction, and
- (xv) that upon failure by the Tenant to comply with any covenant(s) incumbent upon it under this indenture within thirty (30) days after written notice requiring such compliance is given by the Landlord to the Tenant, the Landlord may enter the Demised Area and fulfil such covenant(s) at the sole expense of the Tenant, who shall forthwith upon being invoiced therefore reimburse the Landlord who in default of such reimbursement may collect same as rent owing in arrears.
- (xvi) Use of Victoria Park (to be booked with the City Facility Booking Clerk) for the Society to hold an event free of charge for each year the lease is in effect.

- (b) The Tenant accepts the Demised Area in the condition existing at the date of the commencement of the Term, acknowledging the City's responsibility to complete repair items noted on the Fire Prevention Order dated June 5, 2019, including, but not limited to, the replacement of 4 exterior doors into the courtyard area with "crash doors".
- 5. The landlord will provide capital and operational maintenance for the facility structure, systems and property. Some of these tasks may be at the request of the Tenant, and all tasks will be at the discretion, schedule and funding availability of the Landlord. Priority will be given to any facility structure, systems or maintenance issue, repair or replacement, in relation to the impact or damage to the museum's Collection and Exhibits. Permission of the Landlord will be required by the Tenant for any proposed exterior works and likewise a communication plan will be provided by the Landlord for any facility structure, systems or property works.
- 6. It is understood and agreed between the Landlord and the Tenant that the Heritage and Cultural Centre constructed on the lands herein shall be a Community Centre, and any person, persons or organization whatsoever shall be permitted entry to that Centre, subject to those reasonable rules and regulations as might be imposed by the Tenant.
- 7. It is further understood and agreed between the Landlord and the Tenant that the Tenant will make available to the Landlord at such time or times, and upon reasonable advance notice having been given by the Landlord to the Tenant, such meeting space or spaces within the Demised Area as the Landlord may deem necessary or advisable for special events.
- 8. Except as may be otherwise agreed upon in writing, the Tenant covenants that the visitor entrance to the Demised Area shall be from Colborne Street and the exit from the Demised Area shall be to Colborne Street and the Tenant shall cause proper signs in this regard to be erected. Staff parking and entrance shall be maintained on Victoria Avenue North.
 - (a) The parties acknowledge and agree that the use of the Demised Area shall be mutually beneficial to both parties and both parties shall do all things necessary to co-operate in this regard.
 - (b) Subject to occasional times of high usage events, both parties shall endeavour not to conduct special events requiring parking for a large number of cars at the same time. City may provide off-site parking (such as Wilson Fields) upon mutual agreement, for large events.

- (c) Where both parties knowingly plan to conduct large events simultaneously, the parties shall secure alternative additional parking and to clearly and conspicuously post notice of the location of such alternative additional parking.
- 9.
 - (a) If the Tenant or any assignee or subtenant makes an assignment for the benefit of creditors, or becomes insolvent or commits an act of bankruptcy as defined by the Bankruptcy and Insolvency Act, R.S.C. 1985, c. B-3, or the leasehold interest created by this indenture is at any time seized if the Tenant or any corporate assignee or subtenant is subjected to voluntary or compulsory liquidation or winding-up, or if the Demised Area becomes abandoned, then, at the option of the Landlord, the leasehold shall cease, the Term shall be at an end, the rent for the then next ensuing year shall immediately become due and payable and the Landlord may re-enter and take possession.
 - (b) Notwithstanding any present or future Act of the Ontario Legislature, none of the Tenant's goods and chattels on the Demised Area shall at any time during the Term be exempt from levy by distress for rent in arrears, and the Tenant, having waived any such exemption, shall by this clause be stopped from setting up any such exemption in any proceedings between the parties. The Museum's Collection of Accessioned Items are exempt as an "asset" and are not subject to be included as ordinary goods and chattels.
 - (c) This indenture makes provision for re-entry by the Landlord on non-payment of rent or non-performance of covenants.
- 10.
 - (a) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including those under or in connection with the Workplace Safety and Insurance Act, S.O. 1997, c.16, Sch. A, or any successor legislation), made or brought against, suffered by or imposed on the Landlord or its property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, employee, agents, and property of the Landlord or of the Tenant) directly or indirectly arising out of, resulting from or sustained as a result of the Tenant's occupation or use of, or any operation in connection with, the Demised Area or any fixtures of chattels therein except to the extent attributable to the Landlord's negligence.

- (b) The Tenant shall, at all times during the currency of the Term and any renewal thereof, at its own expense maintain in force insurance coverage with respect to the Demised Area and its use and occupation thereof, and shall provide the Landlord with certificates of a policy or policies of an insurance company or companies to the Landlord for:
 - (i) insurance against loss by such insurable hazards as the Landlord may from time to time reasonably request, and
 - (ii) liability insurance for bodily injury, death or property damage up to \$10,000,000.00.

Every policy or policies of insurance maintained shall provide cross-liability coverage and waiver of subrogation, and the Landlord may require the Tenant to supply evidence thereof from time to time. Alternatively, the landlord may require that it be named as an additional insured upon every such policy or policies.

- (c) The Tenant shall at all times indemnify and save harmless the Landlord from and against any and all claims, demands, losses, costs, charges, actions and other proceedings under the Construction Lien Act, R.S.O. 1990, c. C. 30, in connection with any work done for the Tenant at or on the Demised Area, and shall at its own expense promptly see to the removal from the registered title to the Demised Area, of every claim for lien or certificate of action having to do with such work and in event within fifteen (15) days of being notified in writing by the Landlord to do so, failing which the Landlord may see to such removal and recover the expense and all attendant costs from the Tenant as rent owing in arrears.
- (d) The Landlord assumes no responsibility for damage by fire, theft or otherwise whatsoever, to the goods, chattels, fixtures and improvements of the Tenant or of any other person except to the extent caused by the negligence of the Landlord or any person(s) for whom the Landlord is at law responsible.
- (e) The provisions of this clause 10 will continue to apply, notwithstanding cessation of the tenancy created by this indenture, throughout the period(s) during which activities take place.

11. If, at the expiration of the Term, the Tenant remains in possession with the consent of the Landlord but without any further written agreement, a tenancy from year to year shall not be created by implication of law or otherwise, but the Tenant shall be deemed to be a monthly tenant only at a rental payable monthly in advance at the rate

payable at the expiration of the Term or renewal and otherwise upon and subject to the terms and conditions contained in this indenture.

12. (a) Subject to clause 2 (b) of this indenture, the Landlord covenants with the Tenant for quiet enjoyment.
- (b) The Landlord shall make reasonable efforts to complete any exercise by the Landlord of its rights under clause 2 (b) of this indenture, expeditiously, and upon such completion shall restore the Demised Area substantially to its condition immediately prior to such exercise.
13. (a) Any notice pursuant to any of the provisions of this indenture shall be deemed to have been properly given if delivered in person, or mailed by prepaid registered post addressed:
 - (i) in the case of notice to the Landlord to:
26 Francis Street, P.O. Box 9000, Lindsay, Ontario, K9V 5R9
 - (ii) in the case of notice to the Tenant to:
50 Victoria Avenue North, Lindsay, Ontario K9V 4G3

Or to such other address as either party may notify the other of, and in the case of mailing as aforesaid, such notice shall be deemed to have been received by the addressee, in the absence of a major interruption in postal service affecting the handling or delivery thereof, on the fourth business day, excluding Saturdays, next following the date of mailing.

- (b) Where under this indenture certain approval authority has been reserved to the City, such authority may be exercised by the City's Chief Administrative Officer or his or her designate. The authority of the Chief Administrative Officer shall not be deemed to be exhausted by any individual exercise thereof, and in the matters for which he or she is to be responsible under this indenture, the Chief Administrative Officer shall be the sole judge whose opinion and exercise of discretion whatsoever except as expressly otherwise indicated in this indenture.
14. (a) All sums, for rent or otherwise, payable to the Landlord under this indenture shall bear interest commencing the fifteenth day next following the falling due thereof, at the then current rate of interest charged to the Landlord by its bankers until the actual date of payment.

- (b) The Tenant shall pay to the Landlord all Landlord's legal costs, on a solicitor and client basis, of all actions or other proceedings in which the Landlord participates in connection with, or arising out of the obligations of the Tenant under this indenture or arising out of the Tenant's occupation of the Demised Area, except to the extent that the Landlord is not successful therein.
- 15.
- (a) No condonation, excusing or overlooking by the Landlord of any default, breach or non-observance of any of the Tenant's obligations under this indenture at any time or times shall affect the Landlord's remedies or rights with respect to any subsequent (even if by way of continuation) default, breach or non-observance.
 - (b) No waiver shall be inferred from or implied by anything done or omitted by the Landlord.
 - (c) Any written waiver by the Landlord shall have effect only in accordance with its express terms.
 - (d) All rights and remedies of the Landlord under this indenture shall be cumulative and not alternative.
- 16.
- (a) The termination of the Term by expiry or otherwise shall not affect the liability of either party to this indenture to the other with respect to any obligation under this indenture which has accrued up to the date of such termination but not been properly satisfied or discharged.
 - (b) The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this indenture other than as set out in this indenture, which constitutes the entire agreement between the parties concerning the Demised Area and which may be modified only by further written agreement under seal.
 - (c) The provisions of this indenture shall be binding upon, and enure to the benefit of, the parties and their respective successors and (where applicable) permitted assigns.
17. The Landlord and the Tenant acknowledge that the Demised Area, or certain portions of it, have been designated by By-Law No. 200-68 enacted by the Council of The Corporation of the Town of Lindsay on the 11th day of September, 2000,

as being a building of historic or architectural value or interest. It is the intention of the Landlord to support, encourage and facilitate the conservation, protection and preservation of those portions of the Demised Area so designate pursuant to section 29 of the Ontario Heritage Act, R.S.O. 1990, c. O.18, as well as other non-designated portions of the Demised Area.

The Landlord and the Tenant both desire to conserve the aesthetic and scenic character and condition of the Demised Area and the present historical, architectural, aesthetic and scenic character and condition of the exterior and interior of the Old Jail.

In witness whereof the parties have affixed their corporate seals attested to buy the hands of their officers in that behalf duly authorized.

THE CORPORATION OF THE
CITY OF KAWARTHA LAKES

Per: _____

Per: _____

THE VICTORIA COUNTY HISTORICAL
SOCIETY

Per: _____

Per: _____

Schedule "A"

Lot 13, North of Francis Street,
Town of Lindsay,
County of Victoria

SCHEDULE "B"

