

# The Corporation of the City of Kawartha Lakes

## By-Law 2024-

### A By-Law to Authorize the Execution of a Lease Agreement between The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. for Use of a Portion of City-Owned Road Allowance for a Marina and Associated Structures

#### Recitals

1. Section 5.03(2) of By-Law 2016-009, being a By-law to Provide Authority for the Execution of Certain Documents and Affix the Corporate Seal on Behalf of the City of Kawartha Lakes, requires that Lease Agreements with a lease term of greater than five years to be approved by the City Solicitor and an authorizing by-law to be put before Council to authorize the Mayor and Clerk to sign.
2. The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. have agreed to enter into a Lease Agreement allowing the exclusive use of a portion of the City-owned road allowance, municipally known as 110 Hazel Street, for the location of a marina and associated structures, for a 19-year term.
3. A Lease Agreement between The Corporation of the City of Kawartha Lakes and 1000001070 Ontario Inc. for a 19-year term, which will expire on August 31, 2043, has been reviewed and approved by the City Solicitor.

Accordingly, the Council of The Corporation of the City of Kawartha Lakes enacts this By-Law 2024-\_\_\_\_\_.

#### Section 1.00: Definitions and Interpretation

1.01 **Definitions:** In this by-law,

**“City”, “City of Kawartha Lakes” or “Kawartha Lakes”** means The Corporation of the City of Kawartha Lakes and includes its entire geographic area;

**"City Clerk"** means the person appointed by Council to carry out the duties of the clerk described in section 228 of the Municipal Act, 2001;

**“Council” or “City Council”** means the municipal council for the City;

**“Manager of Realty Services”** means the person who holds that position and his or her delegate(s) or, in the event of organizational changes, another person designated by Council.

1.02 **Interpretation Rules:**

(a) The Schedules attached to this by-law form part of the by-law, and are enforceable as such.

(b) The words “include” and “including” are not to be read as limiting the meaning of a word or term to the phrases or descriptions that follow.

1.03 **Statutes:** References to laws in this by-law are meant to refer to the statutes, as amended from time to time, which are applicable within the Province of Ontario.

1.04 **Severability:** If a court or tribunal of competent jurisdiction declares any portion of this by-law to be illegal or unenforceable, that portion of this by-law shall be considered to be severed from the balance of the by-law, which shall continue to operate in full force and effect.

## **Section 2.00: Authorization**

2.01 **Authorization:** The Mayor and Clerk are hereby authorized to sign the Lease Agreement attached to this By-law as Schedule A, and to affix the corporate seal to it.

## **Section 3.00: Administration and Effective Date**

3.01 **Administration of the By-law:** The Manager of Realty Services is responsible for the administration of this by-law.

3.02 **Effective Date:** This By-law shall come into force on the date it is finally passed.

By-law read a first, second and third time, and finally passed, this 22<sup>nd</sup> day of October, 2024.

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Doug Elmslie, Mayor

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Cathie Ritchie, City Clerk

# Schedule A

## LEASE AGREEMENT

Effective the 1<sup>st</sup> day of September, 2024

### BETWEEN:

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

as Landlord  
(the "LANDLORD")

- and -

**1000001070 ONTARIO INC.**

as Tenant  
(the "TENANT")

### RECITALS:

- a) The LANDLORD is the owner of the property municipally known as 110 Hazel Street and logally described as Part of Firstly Street A on Plan 328; Five Driveways on Plan 210 Abutting the North Boundary of Lots 1 to 5 on Plan 210; Hazel Street on Plan 154; Hazel Street on Plan 125; Ames Street on Plan 128; Secondly: Part Reserved on Plan 128; Part of Lot 9 Concession 2 Verulam Being a Forced Road Through, AKA Pitt's Cove Road, AKA Hazel Street; Kawartha Lakes (the "LANDS").
- b) The TENANT wishes to lease a portion of the LANDS for use as the location of a marina. Specifically, the TENANT would like to lease the portion of the LANDS shown on Schedule "A" (the "PREMISES").
- c) The TENANT is the owner of the buildings and structures on the LANDS.

**THIS LEASE IS ENTERED** in consideration of the rents, covenants and agreements reserved and contained on the part of the TENANT, to be respectively paid, observed and performed, and for other consideration, the receipt and sufficiency of which are acknowledged, the LANDLORD demises and leases the PREMISES to the TENANT.

### **ARTICLE 1.00: INTERPRETATION**

- 1.01 **Definitions:** Wherever a terms set out below appears in the text of this LEASE in capital letters, the term shall have the meaning set out for it in this Section 1.01. Wherever a term below appears in the text of this LEASE in regular case, it shall be deemed to have the meaning ordinarily attributed to it in the English language.
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- a) **BASE RENT** means, for the first year of the TERM, the sum of One Thousand Five Hundred Dollars (\$1,500.00) per annum. After that, **BASE RENT** means the amount determined pursuant to Section 2.02 of this LEASE.
- b) **ADDITIONAL RENT** means, for the first year of the TERM, the sum of Two Thousand One Hundred Seventy-Five Dollars (\$2,175.00) per annum. The following shall be included in the **ADDITIONAL RENT**:
- i. Eleven (11) docks at One Hundred Fifty Dollars (\$150.00) each, equalling One Thousand Six Hundred Fifty Dollars (\$1,650.00);
  - ii. Two (2) buildings at Two Hundred Dollars (\$200.00) each, equalling Four Hundred Dollars (\$400.00); and
  - iii. One (1) underground storage tank at One Hundred Twenty-Five Dollars (\$125.00).

After that, **ADDITIONAL RENT** means the amount determined pursuant to Section 2.03 of this LEASE.

- c) **BUSINESS** means the TENANT's business of carrying on activities related to the marina.
- d) **LANDLORD** means the Corporation of the City of Kawartha Lakes, a municipal corporation duly incorporated pursuant to the laws of the Province of Ontario. Where the context permits, the term also includes the LANDLORD's servants, employees, agents and delegated officials.
- e) **EVENT OF DEFAULT** means any one or more of the circumstances set out in the following numbered paragraphs.
- i. The TENANT breaches its covenant to pay RENT. The default occurs whether the LANDLORD has demanded payment or not, if the RENT remains unpaid for a period of thirty (30) days after it is due.
  - ii. The TENANT breaches any of its other covenants in this LEASE. The default occurs if the breach continues for a period of thirty (30) days (or such longer period as may be reasonably necessary to cure the breach) after notice by the LANDLORD to the TENANT specifying the nature of the breach and requiring it to be remedied.
  - iii. In circumstances where the breach set out in the notice given to the TENANT by the LANDLORD pursuant to paragraph (2)
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above reasonably requires more time to cure than the time period referred to in the notice, but the TENANT has not commenced remedying the breach; or, in the opinion of the LANDLORD, has failed to diligently remedy it within a reasonable time.

- iv. The PREMISES are vacated by the TENANT or become vacant or remain unoccupied by the TENANT for a period of thirty (30) consecutive days.
- f) The **LANDS** are the property located at 110 Hazel Street, Dunsford.
- g) **LEASE** means this lease agreement, including its recitals and schedules, which form integral parts of it, as amended from time to time in accordance with Section 6.07.
- h) The **PREMISES** means the "Thurstonia Marina" (110 Hazel Street, Dunsford) located on the LANDS, and more specifically shown on Schedule "A" attached hereto.
- i) **PROPERTY MANAGER** means the Manager, Building and Property, for the LANDLORD.
- j) **PROPERTY TAXES** means all taxes, rates, local improvement rates, impost charges, duties, assessments or levies which may be levied, rated, charged or assessed against any form of property, regardless of who is legally responsible for payment. It includes such requirements imposed by federal, provincial, municipal (including the LANDLORD), school board, utility commission or other authority, whether the requirement or the agency is now or in the future in existence.
- k) **RENT** means any and all sums due and payable by the TENANT pursuant to this LEASE. RENT includes the following amounts:
  - i. The BASE RENT;
  - ii. The ADDITIONAL RENT;
  - iii. All TAXES; and
  - iv. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE.
- l) The **RENT COMMENCEMENT DATE** is September 1, 2024.
- m) **RENTAL TAXES** means all Harmonized Sales Tax, sales taxes, excise taxes, business transfer taxes, value added taxes, or other taxes,

duties, rates, levies or fees levied, rated, charged, assessed or payable with respect to, or calculated or measured in whole or in part in relation to:

- i. The RENT payable by the TENANT to the LANDLORD under this LEASE; or
- ii. The PREMISES; or
- iii. The area of the PREMISES; or
- iv. The occupancy or leasing of the PREMISES,

and whether by law the responsibility of the LANDLORD or the TENANT or both, and whether imposed by federal, provincial, municipal, school board, utility commission or other authority, and whether now or in the future in existence, and includes any other taxes, rates, duties, assessments, fees or levies which may be imposed on the LANDLORD or the TENANT or anyone else on account or in lieu of it, or of a nature similar to it, and whether recurring annually, or at other intervals, or on a special or single instance basis only. RENTAL TAXES shall not include any PROPERTY TAXES.

- n) The **TERM** means the entire nineteen (19) year period during which this LEASE is operational, as set out in Article 2.00.
- o) **TENANT** means 1000001070 Ontario Inc., which is a corporation duly incorporated pursuant to the laws of the Province of Ontario, and the term includes its successors and assigns, and, where the context allows, its directors, officers, employees, servants, or agents.

1.02 **Legislation & By-laws:** Each reference to Provincial legislation in this LEASE, unless otherwise specified, is a reference to the Revised Statutes of Ontario, 1990 edition, and, in every case, includes all applicable amendments to the legislation, including successor legislation. Each reference to a By-law in this LEASE, unless otherwise specified, is a reference to a By-law of the LANDLORD, and, in every case, includes all application amendments to the By-law, including successor By-laws.

1.03 **Construing this LEASE:**

- a) The captions, article and section names and numbers appearing in this LEASE are for convenience of reference only and have no effect on its interpretation.
  - b) All provisions of this LEASE creating obligations on either party will be construed as covenants.
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- c) This LEASE is to be read with all changes of gender or number required by the context.
  - d) The words 'include' or 'including' shall not be construed as limiting the words or phrases preceding them.
- 1.04 **Reasonableness:** Wherever any consent, agreement or approval of the LANDLORD or the TENANT is required under the terms of this LEASE, then unless otherwise specifically mentioned, the party acting will do so reasonably.

**ARTICLE 2.00: DEMISE, TERM, AND RENTAL**

- 2.01 **Demise:** The LANDLORD grants to the TENANT a leasehold interest in the PREMISES to have and to hold for a TERM of nineteen (19) years, commencing on the 1<sup>st</sup> day of September, 2024, and terminating on the 31<sup>st</sup> day of August, 2043.
- 2.02 **BASE RENT:** During each year of the TERM of this LEASE, the BASE RENT will be One Thousand Five Hundred Dollars (\$1,500.00) per annum, increased annually by the Consumer Price Index – All Items.
- 2.03 **ADDITIONAL RENT:** During each year of the TERM of this LEASE, the ADDITIONAL RENT will be the sum of Two Thousand One Hundred Seventy-Five Dollars (\$2,175.00) per annum, increased annually by the Consumer Price Index – All Items. The following shall be included in the ADDITIONAL RENT:
- a. Eleven (11) docks at One Hundred Fifty Dollars (\$150.00) each, equalling One Thousand Six Hundred Fifty Dollars (\$1,650.00);
  - b. Two (2) buildings at Two Hundred Dollars (\$200.00) each, equalling Four Hundred Dollars (\$400.00); and
  - c. One (1) underground storage tank at One Hundred Twenty-Five Dollars (\$125.00).
- 2.04 **Payment of RENT:** The RENT is payable as follows:
- a. The BASE RENT and ADDITIONAL RENT shall be calculated at a quarterly amount, with the first payment to be paid on the RENT COMMENCEMENT DATE, and thereafter on the first days of December, March, June, and September;
  - b. All applicable PROPERTY TAXES and RENTAL TAXES shall be paid by the TENANT directly as and when due; and
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- c. All other costs, expenses and charges (including interest on overdue payments) incurred in and about the PREMISES required to be paid by the TENANT pursuant to any provision of this LEASE, shall be paid upon the TENANT's receipt of invoice or demand thereof.
- 2.05 **RENT Abatement:** In the event of a Federal, Provincial, or Municipal State of Emergency where the Tenant does not have access to the PREMISES, the CITY will prorate the RENT accordingly.
- 2.06 **Net Lease:** The TENANT acknowledges that this LEASE is intended to be net and carefree to the LANDLORD, except as otherwise expressly set out. The TENANT agrees to pay or cause to be paid, without limitation, all rates, taxes, fees, levies, development charges, and assessments of whatsoever description, and all other costs in relation to the PREMISES including but not limited to all utility charges, included fuel for heating, propane, hydro, waste removal, and TENANT's leasehold improvements, or other charges that may at any time be lawfully imposed and become due and payable in respect of the PREMISES, or any part of the PREMISES. The TENANT shall pay, or cause to be paid, directly all utility charges, including fuel for heating and air conditioning, hydro, water, hot water, sewage disposal, garbage removal from within the building, and cleaning within the building. The TENANT shall be responsible for all repairs, maintenance, and replacement of any equipment required for the BUSINESS. The TENANT shall be responsible for all maintenance and capital repairs to the structures, underground gas storage tank, and septic tank.

### **ARTICLE 3.00: COVENANTS, WARRANTIES & ACKNOWLEDGEMENTS**

- 3.01 **Covenant to Pay RENT:** The TENANT agrees to pay the RENT at the times and in the manner prescribed in this LEASE, without any abatement or deduction.
- 3.02 **Interest on Overdue RENT:** Without waiving any right of action of the LANDLORD in the EVENT OF DEFAULT of any payments pursuant to this LEASE, in the event that the TENANT is delinquent in payment of any RENT for thirty (30) days or more, the TENANT agrees to pay interest on the arrears of RENT at the rate of one point two eight five (1.285%) per cent per month, compounded, (which equates to a rate of sixteen point five six (16.56%) per cent per annum), retroactive from the date the amount was due and payable, until it is actually paid.
- 3.03 **Securities for Demolition:** The TENANT agrees to provide the LANDLORD with security in the amount of Thirty-Five Thousand Dollars (\$35,000.00) for demolition of the structures (buildings, docks, underground storage tank, and septic tank), due on January 1, 2027. This amount is subject to decrease if any of the structures (buildings, docks, underground storage tank, and septic tank) are removed by the TENANT.
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- 3.04 **Additional Securities:** The TENANT acknowledges and agrees that additional securities are payable on each five (5) year anniversary of the commencement of this LEASE, to provide for increases to the cost of construction. The securities will be indexed annually by the non-residential Construction Price Index for Ontario.
- 3.05 **Access:** The TENANT agrees to provide the LANDLORD with full and free access (for inspection purposes), during normal business hours, and in the presence of the TENANT, to any and every part of the PREMISES. It is understood and agreed, however, that in cases of emergency, the LANDLORD shall at all times and for all purposes have full and free access to the PREMISES.
- 3.06 **Emergency Contact:** The TENANT agrees to provide the LANDLORD with emergency contact information, including a phone number for after-hours calls. The TENANT acknowledges that the LANDLORD may be required to contact the TENANT on any day and at any time, in the event of an emergency. If there are any changes to the TENANT's emergency contact information, the TENANT agrees to notify the LANDLORD as soon as reasonably possible and provide updated emergency contact information.
- 3.07 **Quiet Enjoyment:** Subject to the provisions of this LEASE, the LANDLORD agrees that the TENANT shall have quiet possession of the PREMISES.
- 3.08 **Maintenance/Refuse Handling:** The TENANT agrees to regularly maintain exterior of the buildings, structures, landscaped and paved areas on the LANDS in good condition. The TENANT agrees to regularly maintain the interior of the PREMISES, and to keep the PREMISES free of debris and neat and tidy at all times. The TENANT acknowledges and agrees that no stockpiling of goods or refuse is permitted on the LANDS. The TENANT agrees to provide complete and proper arrangements for the adequate sanitary handling and disposal of all trash, garbage and other refuse on or in connection with the BUSINESS, all to the satisfaction of the PROPERTY MANAGER.
- 3.09 **Utilities:** The TENANT agrees that they shall be solely responsible to pay for all utilities including, but not limited to, water, hydro, cable, and telephone.
- 3.10 **No Damage:** The TENANT agrees that it shall not do (or allow to be done) anything which may damage the PREMISES beyond the damage occasioned by reasonable use. The TENANT further agrees that it shall, at its cost and expense, repair all portions of the PREMISES which may at any time be damaged by the TENANT or its invitees (ordinary wear and tear only excepted). In the event of the failure on the part of the TENANT to repair pursuant to this section, the TENANT agrees to indemnify and save harmless the LANDLORD from all damages, costs and expenses suffered or incurred by the LANDLORD, the public, or any other third parties by reason of the damage to the PREMISES, to the extent that the TENANT is liable for the same in law. The TENANT agrees to
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make payment forthwith upon receipt of appropriate accounts for these damages.

- 3.11 **Laws & Rules:** The TENANT agrees to abide by all applicable Federal, Provincial, and/or Municipal or local Statutes, Regulations, and By-laws.
  - 3.12 **Fire Prevention:** The TENANT agrees to take all precautions to prevent fire from occurring in or about the PREMISES. The TENANT further agrees to observe and comply with all instructions given from time to time by the PROPERTY MANAGER with respect to prevention and extinguishing of fires.
  - 3.13 **Signs:** The LANDLORD agrees that the TENANT, at its own cost, may construct, erect, place or install (outdoors) on or at the PREMISES, any poster, advertising sign or display, electrical or otherwise, after first having obtained the consent, in writing, of the PROPERTY MANAGER.
  - 3.14 **Trent-Severn Waterway Permits:** The TENANT acknowledges that any work (repairs, upgrades, maintenance, etc.) on the PREMISES are subject to Trent-Severn Waterway policies and may require a permit. The TENANT acknowledges and agrees to obtain, at its own cost, any necessary permits prior to completing any work on the PREMISES. The TENANT further acknowledges and agrees to provide a copy of said permit to the LANDLORD.
  - 3.15 **Liability Insurance:** The TENANT shall provide and maintain:
    - a) Commercial General Liability insurance with limits of not less than Two Million (\$2,000,000.00) dollars per occurrence and with a deductible acceptable to the Landlord. Coverage shall include but is not limited to bodily injury including death, property damage including loss of use thereof, personal injury, blanket contractual liability, products and completed operations liability, tenants legal liability, owners and contractor's protective, non-owned automobile liability and contain a cross liability and severability of interest clause. The policy shall be endorsed to name *The Corporation of the City of Kawartha Lakes* as an additional insured.
    - b) All Risk Property insurance in an amount equal to the full replacement cost of property of every description and kind owned by the TENANT or for which the TENANT is legally responsible, and which is located on or about the PREMISES, including without limitation anything in the nature of a leasehold improvement. The policy shall not allow subrogation claims by the Insurer against the LANDLORD.
    - c) Environmental Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) per claim with a deductible acceptable to the City and shall include coverage for but not limited to, bodily injury
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including death, property damage and remediation costs which are reasonable and necessary to investigate, remove, remediate (including associated monitoring) or disposal of soil, surface water, groundwater or other contamination on a sudden and accidental basis and on a gradual basis. The policy shall remain in force for twelve (12) months following the completion, termination or suspension of this LEASE. The policy shall be endorsed to add the City as an Additional Insured with respect to the operations of the Named Insured. . The City has the right to request that an Extended Reporting Endorsement be purchased by the Licensee at the Licensee's sole expense.

- d) If any of the above policies are to be cancelled or non-renewed for any reason, thirty days (30) days' notice of said cancellation or non-renewal must be provided to the Landlord.
- e) All policies shall apply as primary and not as excess of any insurance available to the Landlord. To achieve the desired limits, umbrella or excess liability insurance may be used.
- f) Upon execution of this agreement, and annually thereafter, the Tenant shall provide the Landlord a certificate of insurance as confirmation of the above requested coverage. If requested by the Landlord, the Tenant shall provide copies of said insurance policies.

All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario. The insurance shall be with insurers acceptable to the LANDLORD and with policies in a form satisfactory to the LANDLORD. All policies shall be endorsed to provide the LANDLORD with not less than thirty (30) days' written notice in advance of any cancellation, change or amendment restricting coverage. All premiums and deductibles under the insurance policies are the sole expense of the TENANT. All policies shall apply as primary and not as excess of any insurance available to the LANDLORD. As determined by the LANDLORD, the TENANT may be required to provide and maintain additional insurance coverage(s) or increased limits, which are related to this LEASE.

- 3.16 **Additional Insurance:** At the five (5) year anniversary of the commencement of this LEASE, and every five (5) year anniversary thereafter, additional insurance may be required and is deliverable upon sixty (60) days following demand.
  - 3.17 **Coverage to be Maintained:** The TENANT agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the PREMISES which will in any way impair or invalidate the policies provided pursuant to Sections 3.15.
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- 3.18 **Environmental Regulations:** The TENANT acknowledges and agrees that it shall be solely responsible for compliance with all environmental regulations including, but not limited to, those related to the underground gas storage tank.
- 3.19 **Objectionable Materials:** The TENANT agrees that it will not, upon or about the PREMISES, bring, keep, sell, store, offer for sale, give away or otherwise use, handle or dispose of any merchandise, goods, materials, effects or things which may by the PROPERTY MANAGER for any reason be deemed objectionable.
- 3.20 **No Claims:** The TENANT shall not have any claim or demand against the LANDLORD for damages of any nature, however caused to the PREMISES, or any person or property, on or about the PREMISES, unless the damage is due to the gross negligence of the LANDLORD (or any of its officials, employees, servants or agents while acting within the scope of his or her duties or employment).
- 3.15 **Indemnification:** The TENANT agrees that it shall at all times indemnify and save harmless the LANDLORD, its employees, from and against all claims and demands, by whomsoever made, which are occasioned by or attributable to the existence of this LEASE or any action taken or things done or maintained because of this LEASE, or the exercise of rights arising pursuant to this LEASE (excepting claims for damage resulting from the gross negligence of any officer, servant or agent of the LANDLORD while acting within the scope of his or her duties or employment).

#### **ARTICLE 4.00: IMPROVEMENTS**

- 4.01 **Condition of the Lands:** The TENANT accepts the PREMISES in an "as is" condition without any obligation on the part of the LANDLORD to make the PREMISES suitable for the BUSINESS except as otherwise noted in this LEASE.
- 4.02 **Alterations:** The TENANT agrees that it will not make alterations to the PREMISES, until plans showing the design and nature of the proposed alterations to the PREMISES have been approved by the LANDLORD. It is understood and agreed that any approved alterations to the PREMISES must be completed and then maintained by the TENANT to the satisfaction of the LANDLORD and/or the PROPERTY MANAGER. The LANDLORD and the TENANT agree to execute an agreement addressing the timing and maintenance of the TENANT's improvements to the PREMISES. The TENANT acknowledges that its development on the LANDS may be subject to site plan control.

#### **ARTICLE 5.00: TERMINATION**

- 5.01 **Termination without Cause:** Either party has the right to terminate this LEASE upon ninety (90) days' notice in writing to the other party.
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- 5.02 **Surrender:** At the expiration or sooner determination of the TERM of this LEASE, the TENANT shall peaceably surrender and yield to the LANDLORD, the PREMISES with all structures, underground storage tank, and septic tank removed, and the PREMISES remediated to a state acceptable to the LANDLORD. At the expiration of this LEASE, the LANDLORD will have and enjoy absolute title to all of the PREMISES without compensation to the TENANT, and free of any claim or encumbrance. In the event that this LEASE is terminated due to an EVENT OF DEFAULT, no goods, materials or chattels of any sort may be removed by the TENANT without the LANDLORD's express consent.
- 5.03 **Removal of Improvements:** Notwithstanding Section 5.02, and provided the TENANT is not in default of its obligations pursuant to this LEASE, at the expiration of the TERM or any renewal period, or upon earlier determination of the TERM, the LANDLORD shall have the first right of refusal to purchase some or all of the TENANT's leasehold improvements at its then market value. In the event that the TENANT and the LANDLORD cannot agree on terms of purchase, the TENANT shall remove, at its sole cost, all improvements on the PREMISES which the LANDLORD does not require. The TENANT agrees to restore the PREMISES upon which the removed improvements were located, to a state of repair satisfactory to the LANDLORD within six (6) months of the date of the termination of the TERM.
- 5.04 **Default:** Upon the occurrence of an EVENT OF DEFAULT, at the option of the LANDLORD, the TERM shall become forfeited and void, and the LANDLORD may, without notice or any form of legal process whatsoever, forthwith re-enter upon the PREMISES and repossess and enjoy the same as of its former estate, anything contained in any statute or law to the contrary notwithstanding, and the provisions of Section 5.02 shall apply.
- 5.05 **Landlord's Performance:** Nothing in this LEASE prevents the LANDLORD, in the circumstances of an EVENT OF DEFAULT, from entering upon the PREMISES and performing the TENANT's obligations. This work shall be completed at the sole cost and expense of the TENANT and in addition, the LANDLORD may levy any charge as may then be applicable, in accordance with the policies of the LANDLORD for administration and overhead. It is expressly understood and agreed that the LANDLORD is not under any obligation to perform any of the TENANT's covenants.
- 5.06 **Other Remedies:** Forfeiture of this LEASE by the TENANT shall be wholly without prejudice to the right of the LANDLORD to recover arrears of RENT or damages for any antecedent breach of covenant on the part of the TENANT. Notwithstanding any forfeiture, the LANDLORD may subsequently recover from the TENANT damages for loss of RENT suffered by reason of the TENANT having been determined prior to the end of the TERM as set out in this LEASE. This clause and the right under it shall survive the termination of this LEASE whether by act of the parties or by operation of law.

**ARTICLE 6.00: MISCELLANEOUS**

- 6.01 **Notice:** Any notice to be given under this LEASE shall be sufficiently given if delivered by hand, facsimile, or e-mail, or if sent by prepaid first class mail and addressed to the TENANT at:

1000001070 Ontario Inc.  
71 Eglinton Street  
Lindsay, ON K9V 3Z5  
Attention: Amy Murray

E-mail: cresmortgage@gmail.com

or to the LANDLORD at:

The Corporation of the City of Kawartha Lakes  
26 Francis Street  
P.O. Box 9000  
Lindsay, ON K9V 5R8  
Attention: Clerk

Fax: 705-324-8110  
E-mail: clerks@kawarthalakes.ca

Receipt of notice shall be deemed on (whichever of the above is applicable):

- a) The date of actual delivery of a hand delivered document, facsimile or e-mail transmission; or
- b) Five (5) days following the date of mailing of the notice

Notwithstanding Section 6.07, either party may change its address for notice by giving notice of change of address pursuant to this Section.

- 6.02 **Force Majeure:** Notwithstanding anything in this LEASE, neither party shall be in default with respect to the performance of any of the terms of this LEASE if any non-performance is due to any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources) . Otherwise, time shall be of the essence of this LEASE and all the obligations contained herein.
- 6.03 **Successors:** The rights and liabilities of the parties shall ensure to the benefit of and be binding upon the parties and their respective successors and approved
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assignees. Neither party shall assign this LEASE without the written consent of the other party.

- 6.04 **Entire Agreement:** This LEASE constitutes the entire agreement between the parties and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding, whether oral or written, other than as set forth in this LEASE and this LEASE fully replaces and supersedes any letter, letter of intent, or other contractual arrangement between the parties related to the LANDS in existence at the time of execution and delivery of this LEASE.
- 6.05 **Partial Invalidity:** If any article, section, subsection, paragraph, clause or sub-clause or any of the words contained in this LEASE shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the LANDLORD and the TENANT agree that the remainder of this LEASE shall not be affected by the judicial holding, but shall remain in full force and effect. The provisions of this LEASE shall have effect, notwithstanding any statute to the contrary.
- 6.06 **Relationship of Parties:** Nothing in this LEASE shall create any relationship between the parties other than that of landlord and tenant. It is specifically agreed that neither party is a partner, joint venture, agent or trustee of the other.
- 6.07 **Amendments:** No supplement, amendment or waiver of or under this LEASE (apart from amendments to notice provisions of Section 6.01) shall be binding unless executed in writing by the party to be bound. No waiver by a party of any provision of this LEASE shall be deemed to be a waiver of any other provision unless otherwise expressly provided.
- 6.08 **Governing Law:** This agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.
- 6.09 **Freedom of Information:** The TENANT acknowledges that this LEASE is a public document.
- 6.10 **Independent Legal Advice:** The TENANT acknowledges that it has either received or waived the benefit of its own legal advice with respect to the execution of this LEASE.

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6.11 **Electronic Signature:** This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

By so executing this LEASE, the officers warrant and certify that the corporations for which they are signing are in good standing and duly incorporated and organized under the laws of the jurisdiction in which they are incorporated, and that the officers are authorized and empowered to bind the corporations to the terms of this LEASE by their signatures.

DATED at Lindsay, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

PER: \_\_\_\_\_

Name: Doug Elmslie

Title: Mayor

PER: \_\_\_\_\_

Name: Cathie Ritchie

Title: City Clerk

*We have authority to bind the Corporation*

DATED at Lindsay, this 11<sup>th</sup> day of Sept, 2024

**1000001070 ONTARIO INC.**

PER: Amy Murray

Name: Amy Murray

Title: President

*I have authority to bind the Corporation*



