

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

BY-LAW NO. 2019-08

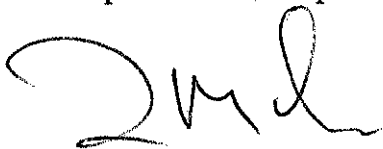
Being a By-Law to authorize an agreement between the Corporation of the Municipality of Powassan and Eastholme, Home for the Aged for the lease of the property known as the Pines Trails and Powassan Mountain

WHEREAS the Corporation of the Municipality of Powassan is desirous of entering into an agreement with Eastholme, Home for the Aged for use of their property for recreational purposes;

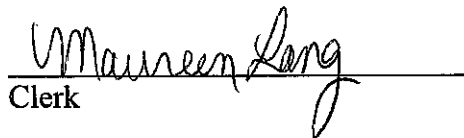
NOW THEREFORE be it resolved that the Council of the Corporation of the Municipality of Powassan enacts as follows:

1. That the lease agreement outlined in Appendix "A" and forming part of this By-law be adopted.
2. That the Mayor and the Clerk be and are hereby authorized to execute the attached agreement between the Corporation of the Municipality of Powassan and Eastholme, Home for the Aged.
3. That By-law 2016-14 be hereby rescinded.
4. That this agreement become in force upon its execution.

READ a FIRST and SECOND time, and considered READ a THIRD and final time, and adopted as such in open Council this the 2nd day of April, 2019.



Mayor



Clerk

This Lease

In pursuance of the Short Form of Lease Act

Between

The Board of Management for the District of Parry Sound East – Operating Eastholme

Herein called the “Lessor,” of the First Part

And

THE CORPORATION OF THE MUNICIPALITY OF POWASSAN

Herein called the “Lessee,” of the Second Part

- 1.0 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, his executors, administrators and assigns, the lands shown in Schedule “A” hereto. Said lands to be utilized solely for recreational purposes which includes only hiking, skiing and snowmobiling trails and specifically excludes: camping; building any structures; open fires; fireworks; firearms, bows and arrows; cutting or removal of trees, shrubs and plants; removal of soil, stones or digging in soil; hunting; feeding bears and deer; disposal of garbage, bottles and cans; alcohol, beer or illegal substances; excessive noise; defacing the property; and motorized vehicles (except snowmobiles). Any person who engages in an activity, that is prohibited, on the leased land, shall be treated as a trespasser under the Trespass to Property Act. The Lessor shall be at liberty, at its expense, to post such notice or notices as the Lessor may in its sole discretion deem appropriate to inform the public of prohibited uses and the provisions of the Trespass to Property Act.
- 2.0 TO HAVE AND TO HOLD the said lands for and during the term of three years to be computed from the 1st day of May 2019 and ending on the 30th day of April 2022, and YIELDING AND PAYING unto the said lessor the sum of **one** dollar, to be payable on the 1st day of May of each year of the lease term.
- 3.0 THE Lessee covenants that it will not do or permit to be done on the said lands anything which may be annoying to the Lessor, or which the Lessor may deem to be a nuisance or is in contravention of permitted uses noted in item 1.0.
- 4.0 AND the said Lessee covenants with the said Lessor to pay rent, and to pay taxes, including local improvements; and to pay water rates; and to repair; (reasonable wear and tear damage by lightning and tempest only excepted); and to keep up fences and not to

cut down timber; and that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice in writing (reasonable wear and tear damage by lightning and tempest only excepted); and will not assign or sub-let without leave, and such consent may be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

- 5.0 AND will not carry on upon the said lands any business that may be deemed a nuisance.
- 6.0 AND that he will leave the lands in good repair, reasonable wear and tear and damage by lightning and tempest only accepted.
- 7.0 THE Lessee shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate.
- 8.0 THE Lessee shall not, during the said term, injure or remove any shade trees, shrubbery, hedges or other tree plant which may be in, upon or about the said lands, and that he will keep in good condition the roadways and other sodded spaces about the said lands.
- 9.0 THE Lessee shall be permitted to erect up to six (6) interpretive stations providing that: said stations are installed, maintained and removed at the lessee's expense; the stations are removable are removable structures and are removed at the end of the lease; the lessee repairs any damage caused by the removal of the stations at the lessee's expense; the stations are first approved by the lessor prior to erection (in regard to size, style, fabrication, location, etc).
- 10.0 THE Lessee will not knowingly permit and person to set a fire and/or set off fireworks on the said lands.
- 11.0 PROVISIO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants, and to periodically inspect the leased land to ensure that the lessee and those using the land are in compliance with every covenant, proviso and agreement herein contained.
- 12.0 PROVIDED also that in the case of a seizure or forfeiture of the said term for any of the causes herein set forth, the Lessor shall have the same right of re-entry as is given under the next preceding proviso.
- 13.0 PROVIDED that notwithstanding anything herein contained the Lessor's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable immediately upon default being made.

- 14.0 THE Lessor covenants with the Lessee for quiet enjoyment.
- 15.0 The Lessee agrees to place the following words in any item produced or posted for the public related to the use of the leased land, including any advertising, letters, signs, maps, or brochures: "It is with the kind permission of Eastholme, under a lease agreement with the Municipality of Powassan, that the public is allowed to use this land solely for recreational purposes which includes only hiking, skiing and snowmobiling trails". As well, the Lessee agrees that any maps produces for the public which include the leased land under this lease agreement, shall clearly show on the map the property owned by Eastholme that is leased for the public to use. The Lessee agrees to obtain the prior approval thereof by the Lessor before distribution or posting any of the items noted in 15.0.
- 16.0 THE Lessee covenants and agrees to save the Lessor harmless from any and all actions, causes of action, claims and demands for damages, loss or injury howsoever arising occasioned by or attributable to anything done, omitted to be done or permitted to be done by Lessee, its agents, employees, servants or members of the public using the said lands. The Lessee shall provide to the Lessor a copy of a certificate of insurance for comprehensive general liability for a limit not less than \$5,000,000 per occurrence, which names the Lessor as an additional named insured on such liability policy for the term of this lease covering the leased property.
- 17.0 THIS Agreement may be renewed, at the option of the parties, upon terms and conditions to be negotiated.
- 18.0 IT IS understood and agreed that either party may terminate this lease by providing sixty days' notice of its intention to terminate. Such notice may be given by mailing same day prepaid ordinary post to the other party at its usual mailing address and shall be deemed to have been received on the 5th business day following the day of mailing.
- 19.0 IT IS agreed between the parties hereto that every covenant, proviso and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

THE parties hereto have hereunto set their hands and seals this th 20 day of March, 2019.

SEAL

The Board of Management for the
Districts of Parry Sound East –
Operating Eastholme Per:

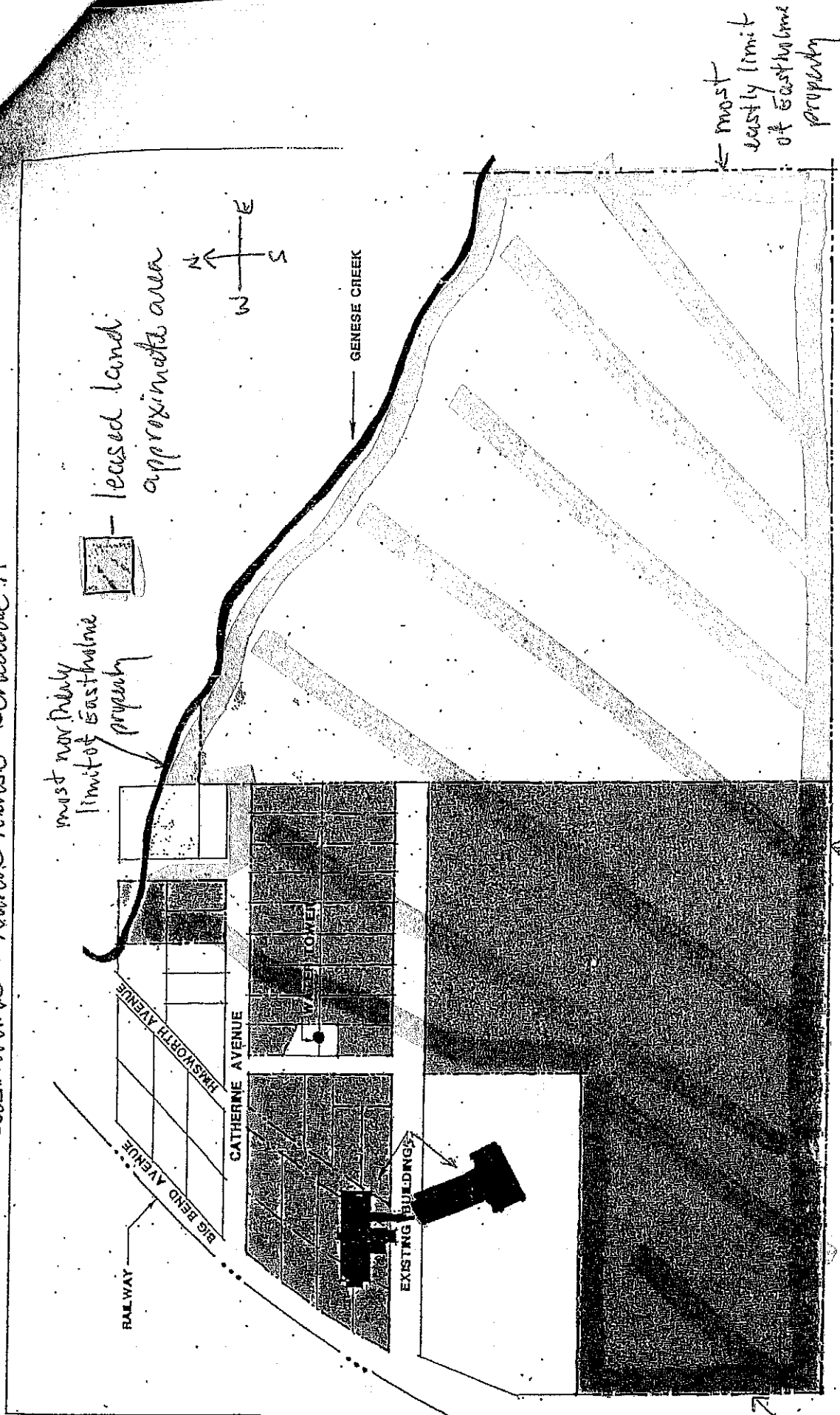
Tom Piper

SEAL

The Corporation of the Municipality
of Powassan Per:

Maureen Lang
MD

Eastholme - Land Lease Schedule "A"



most westerly limit
of Eastholme property

most southerly limit
of Eastholme property

most
westerly limit
of Eastholme
property