

THE CORPORATION OF THE TOWNSHIP OF BROCK

BY-LAW NUMBER 2557-2014-AP

BEING A BY-LAW TO AUTHORIZE THE TOWNSHIP OF BROCK TO ENTER INTO LEASE AGREEMENTS WITH THE OWNERS OF CERTAIN BOATHOUSES WITHIN THE BEAVERTON URBAN AREA

WHEREAS section 5 of the *Municipal Act*, S.O. 2001, c. 25, states that the powers of a municipality shall be exercised by its council;

AND WHEREAS section 8 of the *Municipal Act*, S.O. 2001, c. 25, states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;


AND WHEREAS section 9 of the *Municipal Act*, S.O. 2001, c. 25, states that by-laws and resolutions of a municipality apply only within its boundaries;

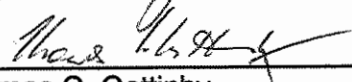
AND WHEREAS the Council of the Corporation of the Township of Brock deems it expedient to enter into a lease agreements with lessees of the Beaverton harbour boathouses;

NOW THEREFORE BE IT ENACTED by the Council of the Corporation of the Township of Brock as follows:

1. That the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to lease agreements between the Corporation of the Township of Brock and the following individuals: Bastien, Beamish, Bernard, Bishop, Winkfein, Calder, Greer/Snchez, Gurizzan, Gaul, Jacobsen/Moffat, Estate of Carolyn Kift, Oldenzel, Olynyk, Taylor, and Shemilt as contained in Schedule "A" attached to and forming part of this by-law.
2. That the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to a lease agreement between the Corporation of the Township of Brock and Vieveen as contained in Schedule "B" attached to and forming part of this by-law.
3. That the Mayor and Clerk be and they are hereby authorized to sign and affix the Corporate Seal to a licence agreement between the Corporation of the Township of Brock and Winkfein as contained in Schedule "C" attached to and forming part of this by-law.


THIS BY-LAW READ TWICE THIS 11TH DAY OF AUGUST, A.D., 2014.

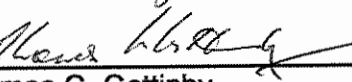


W. Terry Clayton


Thomas G. Gettinby

THIS BY-LAW READ A THIRD TIME AND PASSED THIS 11TH DAY OF AUGUST, A.D., 2014.



W. Terry Clayton


Thomas G. Gettinby

THIS INDENTURE made in duplicate this 1st day of August, 2014,

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N: **THE CORPORATION OF THE TOWNSHIP OF BROCK**

Hereinafter called the LESSOR
OF THE FIRST PART

A N D

Hereinafter called the LESSEE
OF THE SECOND PART

1. WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the said Lessee to be paid, observed and performed, the said Lessor doth demise and lease unto the Lessee all that messuage and tenement located in the following municipality, namely, and being composed of Lot ___, Plan 519, in the Township of Brock, in the Regional Municipality of Durham (hereinafter called the "premises") upon the following terms and conditions

2. TO HAVE AND TO HOLD the premises for and during the term of TWENTY YEARS, to be computed from the 1st day of August 2014, and ending on the last day of July, 2034 yielding and paying therefor yearly and every year during the said term unto the Lessor the sum of \$150.00 to be payable on the 1st day of August in each year during the term hereof. The first of such payments is to become due and to be made on the signing and delivery of this lease. In addition, the parties acknowledge and agree that the yearly rent payable in the subsequent years of this agreement shall be increased consistent with the rental increase guidelines as published annually by the Ministry of Municipal Affairs and Housing. Failure to pay the annual rent shall entitle the Lessor to recover said amount in a like manner as municipal taxes.

PROVIDED further that, notwithstanding the term of the tenancy above-noted, the Lessor shall have the privilege of terminating this lease upon providing not less than five (5) years' notice in writing to the Lessee. PROVIDED further that the effective date of termination upon the exercise of such privilege may not be earlier than the last day of July, 2024.

3. THE LESSOR COVENANTS with the Lessee for quiet enjoyment;

4. THE LESSEE COVENANTS with the Lessor:
 - (a) To pay rent;
 - (b) To pay taxes, inclusive of local improvements;
 - (c) To pay water rates and charges for gas, electricity and telephone;
 - (d) To maintain the premises in a state of cleanliness, and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises;

- (e) To maintain the premises in a good state of repair and fit for habitation during the term of this lease in order that the premises comply with health and safety standards required by law;
- (f) To keep up fences;
- (g) To not cut down timber;
- (h) To leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, only excepted;
- (i) To repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- (j) To not assign or sublet without the consent of the Lessor, which consent may be arbitrarily or unreasonably withheld notwithstanding any statutory enactments. The Lessee shall pay the Lessor's reasonable expenses incurred thereby;
- (k) To use the building for residential purposes and not carry on upon the premises any business or trade whatsoever;
- (l) To maintain appropriate fire insurance coverage of the building and contents owned by the Lessee;
- (m) That the Lessor shall not be liable for any damage to any property at any time in the premises or building, from steam water-works, water, rain, or snow, which may leak into, issue or flow from any part of the said building of which the premises form a part, or from the pipes or plumbing works thereof, or from any other place.

PROVISO for reentry by the Lessor on nonpayment of rent or nonperformance of covenants, provided that such reentry shall, at all times, be in accordance with the provisions of the Landlord and Tenant Act.

5. The Lessee acknowledges and agrees that that the buildings, fixtures and improvements on the premises are owned by the Lessee and are the Lessee's sole responsibility and are entirely at the Lessee's own risk. The Lessor shall be indemnified and saved harmless by the Lessee in respect of any claims, damages, costs or charges whatsoever arising from the existence, use, occupation and maintenance of such buildings, fixtures and improvements.

PROVIDED that the Lessee may remove his fixtures and buildings if such removal may be, and is, done without injury to the premises.

6. It is hereby agreed between the parties that should the Lessee sell the building, fixtures, and improvements, the Lessee and prospective purchaser shall enter into an Assignment of Lease with the Lessor, the costs of which shall be borne by the Lessee.

7. PROVISIO for reentry by the Lessor on nonpayment of rent (whether lawfully demanded or not), upon 15 days' notice and the default is not cured, or nonperformance or nonobservance or covenants, or seizure or forfeiture of the said term for any of the causes herein mentioned. This proviso shall extend and apply to any covenants herein, whether positive or negative.
8. The Lessee agrees that this lease is given in replacement of an existing lease and that the use and occupation of the premises herein shall be restricted to those uses and occupation existing at the effective date hereof and that no changes in such uses and occupation will take place without the prior written consent of the Lessor.

PROVIDED, that if the term granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.

9. It is hereby agreed between the parties that if, upon termination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only.
10. Any notice to be given by the Lessor to the Lessee shall be deemed to have been received on the date of mailing by prepaid ordinary mail to the address of the premises or, at the option of the Lessor, to such other address for the Lessee as may be found in the tax roll of the Lessor. Any notice to be given by the Lessee to the Lessor shall be provided to the CAO & Municipal Clerk, 1 Cameron Street East, P.O. Box 10, Cannington, L0E 1E0.
11. It is hereby declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.
12. It is agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

13. It is further agreed between the parties that this lease or notice of lease shall be registered in the Land Registry Office for Durham (No. 40) at the Lessee's cost.

IN WITNESS WHEREOF the Lessor of the First Part has hereunto caused to be affixed its Corporate Seal under the hands of its duly authorized officers, and the Lessee of the Second Part has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**THE CORPORATION OF THE
TOWNSHIP OF BROCK**

MAYOR

CLERK

Witness/Seal

SCHEDULE "B"

THIS INDENTURE made in duplicate this 1st day of August, 2014,

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF BROCK

Hereinafter called the LESSOR
OF THE FIRST PART

AND

WILLIAM VIEVEEN
GALE VIEVEEN

Hereinafter called the LESSEE
OF THE SECOND PART

1. WITNESSETH that in consideration of the rents, covenants and agreements herein reserved and contained on the part of the said Lessee to be paid, observed and performed, the said Lessor doth demise and lease unto the Lessee all that messuage and tenement located in the following municipality, namely, and being composed of Lot 13, Plan 519, in the Township of Brock, in the Regional Municipality of Durham (hereinafter called the "premises") upon the following terms and conditions

2. TO HAVE AND TO HOLD the premises for and during the term of TWENTY YEARS, to be computed from the 1st day of August 2014, and ending on the last day of July, 2034 yielding and paying therefor yearly and every year during the said term unto the Lessor the sum of \$150.00 to be payable on the 1st day of August in each year during the term hereof. The first of such payments is to become due and to be made on the signing and delivery of this lease. In addition, the parties acknowledge and agree that the yearly rent payable in the subsequent years of this agreement shall be increased consistent with the rental increase guidelines as published annually by the Ministry of Municipal Affairs and Housing. Failure to pay the annual rent shall entitle the Lessor to recover said amount in a like manner as municipal taxes.

PROVIDED further that, notwithstanding the term of the tenancy above-noted, the Lessor shall have the privilege of terminating this lease upon providing not less than five (5) years' notice in writing to the Lessee. PROVIDED further that the effective date of termination upon the exercise of such privilege may not be earlier than the last day of July, 2024.

3. THE LESSOR COVENANTS with the Lessee for quiet enjoyment;

4. THE LESSEE COVENANTS with the Lessor:

- (a) To pay rent;
- (b) To pay taxes, inclusive of local improvements;
- (c) To pay water rates and charges for gas, electricity and telephone;
- (d) To maintain the premises in a state of cleanliness, and to repair any damage caused thereto by his own willful or negligent conduct or that of persons who are permitted on the premises;

- (e) To maintain the premises in a good state of repair and fit for habitation during the term of this lease in order that the premises comply with health and safety standards required by law;
- (f) To keep up fences;
- (g) To not cut down timber;
- (h) To leave the premises in good repair, reasonable wear and tear and damage by fire, lightning, tempest, only excepted;
- (i) To repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- (j) To not further assign or sublet to new or replacement sub-Lessees for either residential or commercial tenants occupying the premises without the consent of the Lessor, which consent may be arbitrarily or unreasonably withheld notwithstanding any statutory enactments. The Lessee shall pay the Lessor's reasonable expenses incurred thereby;
- (k) Not to carry on upon the premises any business other than the uses permitted by the applicable comprehensive Zoning by-law, provided that the continuing legal non-conforming use of the property as an eating establishment shall be permitted until such time as that use is discontinued;
- (l) To maintain appropriate fire insurance coverage of the building and contents owned by the Lessee;
- (m) That the Lessor shall not be liable for any damage to any property at any time in the premises or building, from steam water-works, water, rain, or snow, which may leak into, issue or flow from any part of the said building of which the premises form a part, or from the pipes or plumbing works thereof, or from any other place.

PROVISO for reentry by the Lessor on nonpayment of rent or nonperformance of covenants, provided that such reentry shall, at all times, be in accordance with the provisions of the Landlord and Tenant Act.

5. The Lessee acknowledges and agrees that that the buildings, fixtures and improvements on the premises are owned by the Lessee and are the Lessee's sole responsibility and are entirely at the Lessee's own risk. The Lessor shall be indemnified and saved harmless by the Lessee in respect of any claims, damages, costs or charges whatsoever arising from the existence, use, occupation and maintenance of such buildings, fixtures and improvements.

PROVIDED that the Lessee may remove his fixtures and buildings if such removal may be, and is, done without injury to the premises.

6. It is hereby agreed between the parties that should the Lessee sell the building, fixtures, and improvements, the Lessee and prospective purchaser shall enter into an

Assignment of Lease with the Lessor, the costs of which shall be borne by the Lessee.

7. PROVISIO for reentry by the Lessor on nonpayment of rent (whether lawfully demanded or not), upon 15 days' notice and the default is not cured, or nonperformance or nonobservance or covenants, or seizure or forfeiture of the said term for any of the causes herein mentioned. This proviso shall extend and apply to any covenants herein, whether positive or negative.
8. The Lessee agrees that this lease is given in replacement of an existing lease and that the use and occupation of the premises herein shall be restricted to those uses and occupation existing at the effective date hereof and that no changes in such uses and occupation will take place without the prior written consent of the Lessor.

PROVIDED, that if the term granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, together with rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.

9. It is hereby agreed between the parties that if, upon termination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only.
10. Any notice to be given by the Lessor to the Lessee shall be deemed to have been received on the date of mailing by prepaid ordinary mail to the address of the premises or, at the option of the Lessor, to such other address for the Lessee as may be found in the tax roll of the Lessor. Any notice to be given by the Lessee to the Lessor shall be provided to the CAO & Municipal Clerk, 1 Cameron Street East, P.O. Box 10, Cannington, L0E 1E0.
11. It is hereby declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.
12. It is agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or feminine had been used, where the context or the party or parties hereto so require, and the rest of

the sentence shall be construed as if the grammatical and terminological changes thereby rendered had been made.

13. It is further agreed between the parties that this lease or notice of lease shall be registered in the Land Registry Office for Durham (No. 40) at the Lessee's cost.

IN WITNESS WHEREOF the Lessor of the First Part has hereunto caused to be affixed its Corporate Seal under the hands of its duly authorized officers, and the Lessee of the Second Part has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**THE CORPORATION OF THE
TOWNSHIP OF BROCK**

MAYOR

CLERK

**WILLIAM VIEVEEN
GALE VIEVEEN**

Witness

SCHEDULE "C"

THE CORPORATION OF THE TOWNSHIP OF BROCK

LICENCE

PURSUANT to Management Agreement No. 201107 00 004 between Her Majesty the Queen represented by the Minister of Fisheries and Oceans and the Corporation of the Township of Brock dated January 21st, 2013, the Township of Brock received its powers to issue agreements on federal property as identified in the subject agreement;

PERMISSION IS HEREBY GIVEN by the Corporation of the Township of Brock (hereinafter called the "Licensor") to:

Joseph Daniel Richard Winkfein, Province of Ontario
(hereinafter called the "Licensee"),

for the purpose of seasonal parking only on ALL AND SINGULAR that portion of federal property being a three (3.0) metre wide strip of land forming part of Lot 15, Concession 6, Township of Brock, Regional Municipality of Durham (formerly Village of Beaverton, County of Ontario), Province of Ontario, lying immediately adjacent to a portion of Lot 12, Registered Plan No. 519, containing an area of fifteen (15.0) square metres, more or less (hereinafter referred to as "the said premises") and being more particularly shown shaded in red on the sketch plan attached hereto as Schedule "A"; from the first day of May, 2014, for a six month period ending on the 31st day of October, 2014, and similarly each year thereafter during the pleasure of the Licensor;

UPON THE FOLLOWING TERMS AND CONDITIONS which the Licensee hereby accepts and agrees to perform and abide by:

1. For the permission hereby given, the Licensee shall pay to the Licensor, each year in advance, ONE HUNDRED AND TWENTY-FIVE DOLLARS (\$125.00), or such other fee as the Licensor may in writing advise, made payable to the Treasurer of the Corporation of the Township of Brock, 1 Cameron Street East, P.O.. Box 10, Cannington, Ontario, L0E 1E0. In addition, the Licensee agrees that the fee payable in the subsequent years of this License shall be increased consistent with the rental increase guidelines as published annually by the Ontario Ministry of Municipal Affairs and Housing. Failure to pay the annual rent shall entitle the Lessor to recover said amount in a like manner as municipal taxes.
2. That no transfer of this License or any rights hereunder shall be made by the Licensee.
3. That all lawful rules, regulations and by-laws of municipalities and other governing bodies in any manner affecting the said premises shall be complied with, including the payment of all rates, taxes and assessments whatsoever.
4. That nothing shall be done or permitted to be done which may damage or injure the said premises, and the Licensee shall at the Licensee's own expense, maintain and repair the said premises which may at any time be damaged as a result of the

permission hereby given, other than ordinary wear and tear as determined by the Licensor.

5. That the Licensee shall provide to the Licensor on an annual basis an original signed certificate of insurance in the amount of \$2,000,000 naming the Licensor as an additional insured.
6. That the Licensee shall, at all times, indemnify and save harmless the Licensor from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the Licensee's operations on the said premises, except claims for damage resulting from the negligence of any officer or servant of Her Majesty in right of Canada while acting within the scope of their duties or employment.
7. That the Licensee shall at all times indemnify the Crown in its right of Canada for all damage to the said premises arising out of the Licensee's operations all at the Licensee's sole cost and expense and to the satisfaction of the Licensor.
8. That this License may be cancelled forthwith at any time by either party:

by the Licensee by notice in writing and delivered to or mailed to the Corporation of the Township of Brock, 1 Cameron Street East, P.O. Box 10, Cannington, Ontario, L0E 1E0;

by the Licensor by notice in writing and delivered to or mailed to the Licensee at the last known place of residence or business.

9. That, upon cancellation of this License as in clause 8 herein provided, or at any time in case and for the purposes of repair or improvements to the said premises by the Licensor, the Licensee shall forthwith, upon notice from the Licensor or his representative either verbally or in writing, remove at the Licensee's own cost and expense from the said premises all things (hereinafter referred to as "the said things") at any time brought or placed thereon, and leaving and restoring in case of cancellation of this License, the said premises as nearly as possible in as neat and tidy condition as originally, and, in the case of removal for repairs or improvements, in a condition satisfactory to the Licensor or his representative and, in the case of failure of the Licensee to remove the said things as in any of the cases referred to, the Licensor may, at his option, remove the said things, in which case the Licensee shall upon demand forthwith repay and reimburse the Licensor for all costs and expenses connected therewith or incidental thereto.

10. That upon default or breach in respect of any provision or condition herein, the Licensor may, with or without notice, retake possession of the said premises and, thereupon, the Licensee shall forthwith remove the said things from the premises.

11. That the Licensor shall have a lien upon the said things for any loss or damage arising by reason of the breach of any part of the conditions or provisions hereof, or the failure on the part of the Licensee to comply therewith.

12. That the Licensee shall at all times keep the said premises in a sanitary, clean and tidy condition, in all respects to the entire satisfaction of the Licensor.

DATED at the Township of Brock this 1st day of May, A.D. 2014.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

**THE CORPORATION OF THE
TOWNSHIP OF BROCK**

MAYOR

CLERK

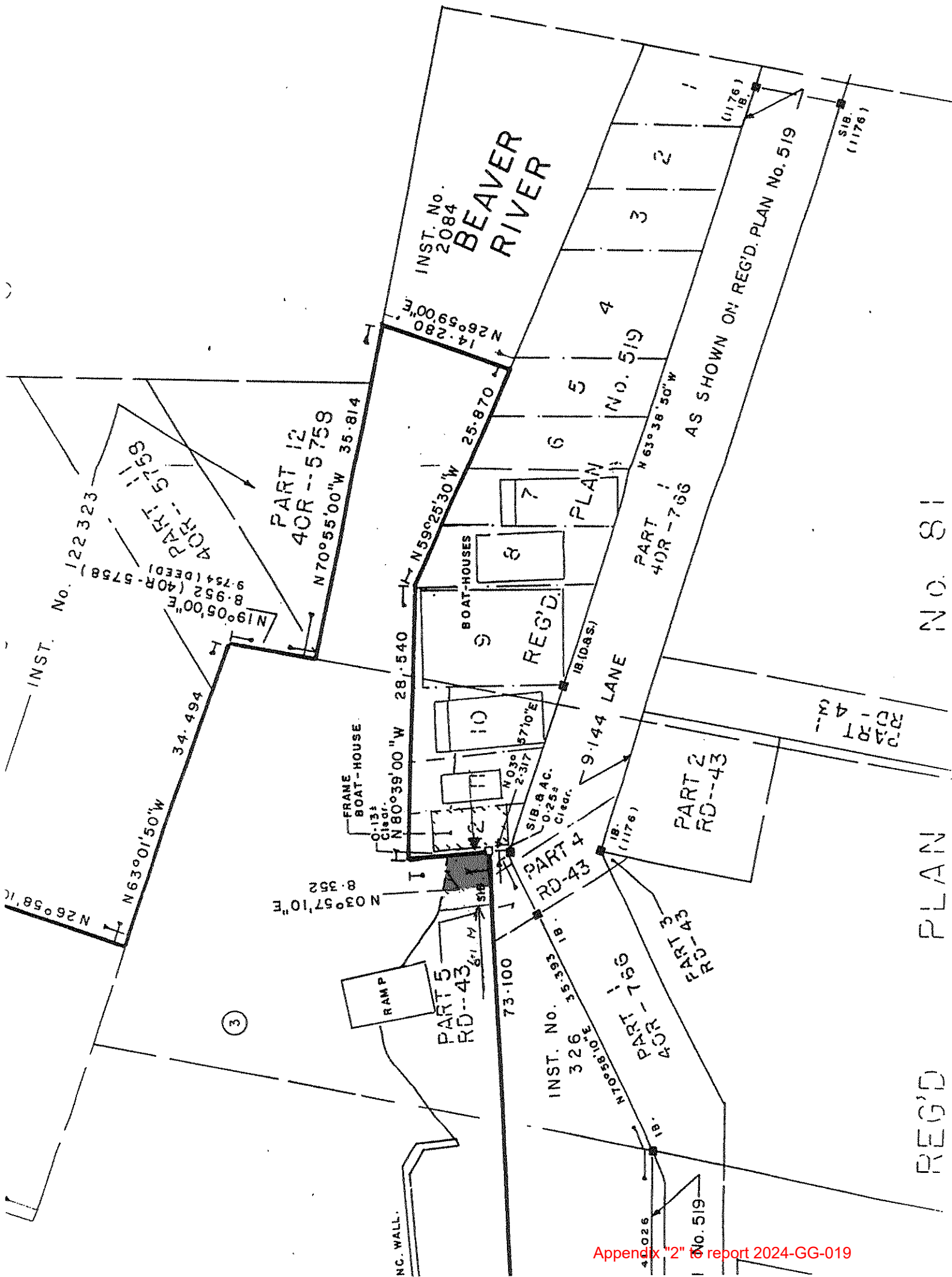
JOSEPH DANIEL RICHARD WINKFEIN

Witness/Seal

"BEAVERTON"

SCALE 1:500

SCHEDULE "A"



REG'D PLAN NO. 81