

## BY-LAW NUMBER 2025-107

### THE CORPORATION OF THE TOWNSHIP OF RIDEAU LAKES

**BEING** a By-Law to Authorize the Entering into a Land Lease Agreement with His Majesty the King in right of the Province of Ontario as represented by the Minister of Transportation.

**WHEREAS** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, grants municipalities the rights, powers, and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

**AND WHEREAS** the Council reviewed Report RDS-2025-24 and concurs with the recommendation to pass a By-Law to enter into a Land Lease Agreement with the Ministry of Transportation (MTO);

**NOW THEREFORE** the Council of The Corporation of the Township of Rideau Lakes enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute the attached Agreement, as outlined in Schedule 'A', with the Ministry of Transportation (MTO) for the Crosby Patrol Yard.
2. All previous By-laws, Resolutions or Motions that contravene this By-law are hereby repealed.

Read a first and second time this 2<sup>nd</sup> day of September, 2025.

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Arie Hoogenboom  
Mayor

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Mary Ellen Truelove  
Clerk

Read a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Arie Hoogenboom  
Mayor

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Mary Ellen Truelove  
Clerk

## LAND LEASE

This Land Lease made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

**HIS MAJESTY THE KING in right of the Province of Ontario  
as represented by the Minister of Transportation**

(hereinafter called the "Landlord")

AND:

**The Corporation of the Township of Rideau Lakes**

(hereinafter called the "Tenant")

(together "the Parties")

**WHEREAS** the Tenant intends to lease a portion of the Landlord's Crosby Patrol Yard (the "Lands" as defined herein) for the purpose of providing municipal maintenance services;

**NOW THEREFORE** in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby contained and acknowledged), the parties hereto covenant and agree to the following terms and conditions:

### **ARTICLE I - LEASE SUMMARY**

#### **1.01 Lease Summary**

The following is a summary of some of the basic terms of this Lease, which are elaborated upon in the balance of this Lease.

- (a) Lands: those lands having the legal descriptions set out in Appendix "A" attached hereto, together with all Improvements located thereon. The parties may add to or delete from the lands stated in Appendix "A" by the exchange of written notices to the same effect.
- (b) Term: May 1, 2025 to April 30, 2032, subject to early termination.

- (c) Commencement Date: May 1, 2025
- (d) Expiry Date: April 30, 2032
- (e) Basic Rent: One Dollar (\$1) per annum.
- (f) Address for Service of Notice on Tenant:

Township of Rideau Lakes  
1439 County Rd 8  
Delta, Ontario  
K0E 1G0

Attention: Mary Ellen Truelove

Telephone: 1-800-928-2250 ext.293  
Facsimile: (613) 928-3097

- (g) Address for Service of Notice and Payment of Rent on Landlord:

Ministry of Transportation  
1355 John Counter Blvd.  
Kingston, Ontario  
K7L 5A3

Attention: Franca Sacchetti  
Director, Operations East  
Telephone: (647) 638-5359  
Email: Franca.Sacchetti@ontario.ca

## **1.02 Use of Lands**

Use of the Lands permitted by this Lease includes the storage and Minor Repair (as defined in section 2.14 of this Lease) of municipal road maintenance vehicles. Other uses may be permitted with prior written approval from the Landlord.

## **ARTICLE II - DEFINITIONS**

When used in this Lease, the following words or expressions have the meaning hereinafter set forth:

- 2.01 "Additional Rent"** means any and all sums of money or charges required to be paid by the Tenant under this Lease (except Basic Rent) whether or not the same are designated "Additional Rent".

- 2.02 "Architect"** means the architect designated from time to time by the Landlord.
- 2.03 "Authority"** means any governmental authority, board, agency, body or commission, whether federal, provincial or municipal, having or claiming jurisdiction over the Lands, and "Authorities" means all such authorities, boards, agencies, bodies or commissions.
- 2.04 "Basic Rent"** means the annual rent payable by the Tenant, such amount referred to in Section 1.01(e), pursuant to and in the manner set out in Section 5.02.
- 2.05 "Commencement Date"** means the date referred to in Section 1.01(c).
- 2.06 "Environmental Contaminant"** means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them resulting directly or indirectly from human activities that may cause an adverse effect.
- 2.07 "Existing Environmental Conditions"** means the existing environmental conditions affecting the Lands including the presence of Environmental Contaminants effective on the Commencement Date as set out in the documents listed in Appendix "B". All documents listed in Appendix "B", shall form part of this Lease.
- 2.08 "Expiry Date"** means the date set out in Section 1.01(d).
- 2.09 "Governmental Authorization"** means any approval, authorization, consent, waiver, variance, exemption, exception, license, filing, registration, permit, notarisation, special lease or other requirement of any federal, provincial, regional or local governmental, quasi-governmental, judicial, public or statutory authority, commission, tribunal, agency, department, ministry, body or entity which shall be necessary to proceed with the activity.
- 2.10 "Guarantor"** means the company validly incorporated under the laws of the Province of Ontario, identified as the "Guarantor" in the Guarantee, as therein defined, attached as Appendix "C" of this Lease.
- 2.11 "Improvements"** means any buildings, erections, alterations, structures, fixtures, improvements, facilities or other appurtenances at any time upon the Lands other than trade fixtures as referred to in Section 12.02.
- 2.12 "Lands"** means the lands identified in Section 1.01(a), having the legal description set out in Appendix "A" attached hereto, together with all Improvements located thereon.
- 2.13 "Lease", "this Lease", "the Lease", "hereto", "hereof", "herein", "hereby", "hereunder"**, and similar expressions mean this Land Lease, together with all

Appendices and any documents referenced therein.

- 2.14 "Minor Repair"** means repairs that can be conducted safely and excludes painting/spray painting activities, welding, sandblasting, automotive bodywork, bulk storage of flammables outside suitably installed flammable storage cabinets, solvent parts cleaning equipment, major engine tune-ups or repairs, transmission/clutch repairs, chassis or suspension repairs, exhaust system repairs, brake system repairs other than slack adjustments and air conditioner servicing. Any repair not listed above must also be allowed under the Ontario Building Code and Occupational Health and safety Act.
- 2.15 "MECP"** means the Ministry of Environment, Conservation and Parks;
- 2.16 "Patrol Yard"** means a separate property identified in Appendix "A".
- 2.17 "Person"** means, if the context allows, includes any person, firm, partnership or corporation, or any group of persons, firms, partnerships or corporations or any combination thereof.
- 2.18 "Proceeding"** means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.
- 2.19 "Rate of Interest"** means the rate of interest per annum prescribed by the Minister of Finance from time to time for accounts payable.
- 2.20 "Realty Taxes"** means real property taxes, rates, duties and assessments (including local improvement taxes), impost charges or levies (referred to collectively as "real property taxes"), that are levied, rated, charged or assessed against the Lands or any part of it from time to time by a taxing Authority, and any taxes or other amounts (including grants in lieu of Taxes) that are imposed instead of, or in addition to, real property taxes, whether similar or not and whether in existence at the Commencement Date or not.
- 2.21 "Rent"** means the aggregate of Basic Rent and Additional Rent.
- 2.21 "Rental Year"** means a period of time for the first Rental Year commencing as of the Commencement Date and except for the purposes of Article VI and its related Sections and Articles, ending on April 30<sup>th</sup> of the following calendar year in which the Commencement Date shall occur and, thereafter, each Rental Year shall consist of consecutive periods of twelve (12) calendar months ending in each case on April 30<sup>th</sup>. For the purposes of Article VI and related Sections and Articles, the Rental Year shall be the calendar year.
- 2.22 "Sales Taxes"** means, collectively and individually, all sales taxes, value-added taxes, multi-stage taxes, business transfer taxes and any other taxes imposed on

the Tenant in respect of the Rent payable by the Tenant under this Lease.

**2.23 "Stipulated Rate"** means the rate of interest per annum that is the lesser of: (a) five (5) percentage points more than the Rate of Interest; and (b) the maximum rate permitted by law.

**2.24 "Term"** means the period of time referred to and described in Section 1.01(b), starting on the Commencement Date and terminating on the Expiry Date, subject to earlier termination pursuant to the terms hereof.

**2.25 "Utilities"** means all gas, electricity, water, sewer, steam, fuel oil, power, signal equipment and other utilities supplied to the Lands.

### **ARTICLE III - INTENT AND INTERPRETATION**

#### **3.01 Net Lease**

This Lease is a completely net and carefree lease to the Landlord and, subject to Section 11.01 and except as expressly herein set out, the Landlord is not responsible during the Term for any expense and obligation of any nature whatsoever arising from or relating to the Lands. Without limiting the generality of the foregoing, the Tenant leases the Lands on an "as is" basis and shall be responsible for all expenses and obligations associated with the use and enjoyment of the Lands, including all rights of access thereto, the provision of a water supply to the Lands and the installation of a sewage disposal system serving the Lands, as the case may be, if required by the Tenant.

#### **3.02 Intent**

It is acknowledged and agreed upon by the Tenant that the Lands being leased to the Tenant under this Lease are being provided for the sole purpose of providing municipal road maintenance services to The Township of Rideau Lakes and in the event that the Tenant is no longer providing such services, this Lease shall expire or be cancelled as the case may be. The Tenant shall have no right to continue to lease the Lands.

### **ARTICLE IV - GRANT AND TERM**

#### **4.01 Lands**

The Landlord leases to the Tenant and the Tenant leases from the Landlord, the Lands in an "as is" condition (including the documented Existing Environmental Conditions), for and during the Term, commencing on the Commencement Date. The Tenant acknowledges and agrees that the title to the Lands is subject to all encumbrances registered against, or otherwise affecting, the Lands as of the Commencement Date and agrees to accept the Lands subject to any such encumbrances, providing same do not

materially affect the normal operations of the Tenant's use of the Lands in accordance with this Lease.

#### **4.02 Easements**

It is agreed by and between the Landlord and Tenant that the Landlord and its authorized agents, employees or servants shall have the right to grant easements and perform works of any nature and kind on the Lands, provided that the installation and construction related to such easements and works will not materially interfere with the normal operation of the Lands. The Landlord will repair or reinstate that portion of the Lands affected by such installation and construction to a condition equivalent to that condition existing immediately prior to the commencement of such construction and installation.

#### **4.03 Exclusions**

It is agreed by and between the Landlord and the Tenant that at the Crosby Patrol Yard identified in Appendix "A":

- (i) the Tenant shall be excluded from access to and the use of east portion of garage building including, but not limited to, the two (2) easterly bays of the garage building, all office space and washroom facilities. The Landlord and its authorized agents, employees or servants shall have the right to access and use these identified areas or the right to grant access and use of these identified areas to another agency;
- (ii) the Tenant shall be excluded from access to and use of the east portion of the Crosby patrol yard identified as Part A in Appendix "C". The Landlord and its authorized agents, employees or servants shall have the right to access and use this identified area or the right to grant access and use of this identified area to another agency; and
- (iii) irrespective of these exclusions, the Tenant shall continue to be solely responsible for all expenses and obligations associated with the use and enjoyment of the area designated for The Township of Rideau Lakes at the Crosby patrol yard.

### **ARTICLE V - RENT**

#### **5.01 Covenant to Pay**

The Tenant shall pay the Rent in Canadian funds, without deduction, abatement, set-off or compensation whatsoever as herein provided.

#### **5.02 Basic Rent**

From and after the Commencement Date, the Tenant shall pay to the Landlord as Basic

Rent, the annual amount payable in equal and consecutive annual instalments, as set out in Section 1.01(e), ~~in advance of~~ May 1 of each year during the Term, at the address set out in Section 1.01(g) or at such other place designated by the Landlord.

### **5.03 Sales Taxes**

In addition to the Rent payable hereunder, the Tenant will pay to the Landlord (acting as agent for the taxing authority if applicable) or directly to the taxing authority (if required by the applicable legislation) the full amount of all Sales Taxes. Sales Taxes so payable by the Tenant: (i) will be calculated and paid in accordance with the applicable legislation; and (ii) despite anything else in this Lease, will be considered not to be Rent, but the Landlord will have all of the same remedies for and rights of recovery with respect to such amounts as it has for non-payment of Rent under this Lease or at law.

### **5.04 Overdue Rent**

If the Tenant defaults in the payment of Rent, the unpaid Rent shall bear interest from the due date to the date of payment at the Stipulated Rate in force on the due date.

## **ARTICLE VI - TAXES**

### **6.01 Business Taxes**

The Tenant shall pay to the relevant taxing Authority, as and when the same are due and payable, all taxes charged in respect of any business conducted on, or any use or occupancy of, the Lands.

### **6.02 Realty Taxes**

The Landlord shall be responsible for and shall pay to the relevant taxing authority as and when they become due, all Realty Taxes charged against the Lands.

## **ARTICLE VII - ENVIRONMENTAL CONTAMINATION**

### **7.01 No Environmental Contaminant**

The Tenant shall not permit the presence of any Environmental Contaminant on the Lands exceeding the Existing Environmental Conditions, except if such is required for the Tenant's use of the Lands in its performance of municipal road maintenance services and then only if: (i) the Tenant is in strict compliance with all relevant Authorities, including, without limitation, environmental, land use, occupational health and safety laws, regulations, requirements, permits and by-laws; and (ii) the Tenant complies with the Environmental Contaminant storage and handling requirements set out in all applicable



federal, provincial or municipal laws, by-laws, codes, orders, rules, policies or statutes existing at the time of the storage or handling. The Tenant acknowledges that it has reviewed and received a copy of each of the documents listed in Appendix "B".

#### **7.02 Notice of Environmental Contaminant**

Each party shall notify the other immediately in the event that either party receives notice of any violation of any environmental legislation or by-law or that any order of an administrative tribunal or any Authority is made or is proposed to be made against the party giving notice in respect of any Environmental Contaminant in or on the Lands, and to notify the other immediately in the event of any discharge, release or discovery of any Environmental Contaminant in or on any part of the Lands.

### **ARTICLE VIII - UTILITIES**

#### **8.01 Utilities**

The Tenant shall pay directly to the Landlord 50% of the cost of any Utilities supplied to the Lands.

#### **8.02 Intention of Supply of Utilities**

The Landlord is not liable for the supply of, or the interruption or cessation of, or the failure in the supply of, Utilities, services or systems, including sewage disposal systems in, to or serving the Lands.

### **ARTICLE IX - USE OF THE LANDS**

#### **9.01 Use of the Lands**

The Tenant shall use the Lands solely for the purpose stated in Section 1.02, in a good and reputable manner. The Landlord covenants with the Tenant for quiet enjoyment.

#### **9.02 Tenant's Improvements**

The Tenant shall install and maintain on the Lands, at all times during the Term, Improvements adequate and appropriate for the intended use, as defined in Section 1.02, to be conducted on the Lands, all of which shall be kept in good order and condition. The Tenant shall not remove any trade fixtures or other contents from the Lands during the Term except in the ordinary course of business or for the purpose of replacing them with others at least equal in value and function to those being removed.

#### **9.03 Prohibitions**

The Tenant shall not:

- (i) cause or permit any waste disposal or damage to the Lands or Improvements, or to the fixtures or equipment contained therein;
- (ii) use or permit to be used any part of the Lands for any dangerous, noxious or offensive activity;
- (iii) do or bring anything or permit anything to be done or brought on or about the Lands which the Landlord may reasonably deem to be hazardous; and
- (iv) allow any hazardous or non-hazardous waste to accumulate in or about the Lands;

without the appropriate Governmental Authorization and prior written consent from the Landlord.

#### **9.04 Compliance with Laws**

The Tenant shall be solely responsible for obtaining all necessary Governmental Authorizations to permit the Tenant to occupy the Lands for the intended use, as defined in Section 1.02. The Tenant shall also comply, at its sole cost and expense, with the *Ontario Fire Code*, O.R. 388/97, as amended, and all applicable laws respecting such use, condition and occupation of the Lands, any Environmental Contaminant, and all fixtures, equipment and Improvements located thereon. The Tenant is not responsible for breaches of or non-compliance with such applicable laws which occurred prior to the Commencement Date.

#### **9.05 Storage of Fuel**

The Tenant shall not store any fuel on the Lands.

### **ARTICLE X - INSURANCE AND INDEMNITY**

#### **10.01 Tenant's Insurance**

- a. The Tenant agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Tenant would maintain including, but not limited to, the following:
- b. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5,000,000.00 (five million dollars) per occurrence, \$5,000,000.00 (five million

dollars) products and completed operations aggregate. The policy is to include the following:

- i. the Landlord and all of its agents, employees, contractors as additional insureds with respect to liability arising in the course of performance of the Tenant's obligations under, or otherwise in connection with, the Lease;
  - ii. contractual liability coverage;
  - iii. cross-liability clause;
  - iv. 30 day written notice of cancellation, termination or material change;
  - v. tenants legal liability coverage; and,
- c. property insurance for all building and any improvements on the leased premises to a limit commensurate to the full replacement cost value of the buildings on an all-risk or special perils basis, including the following policy endorsements:
  - i. replacement cost value
  - ii. stated amount co-insurance or blanket limit
  - iii. the Landlord and all of its agents, employees, contractors as additional insureds
  - iv. 30 day written notice of cancellation, termination or material change;
- d. any other form of insurance as the Landlord, acting reasonably, requires from time to time, in the form, amounts and for insurance risks against which a prudent tenant would insure.

#### **10.0.2 Proof of Insurance.**

- a. Concurrently with execution and delivery of the Lease by the Tenant, the Tenant shall provide the Landlord with certificates of insurance, or other proof as may be requested by the Landlord, that confirms the insurance coverage as provided for in Section 10.01, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Landlord, a copy of each insurance policy shall be made available to it. The Tenant shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract in relation to this Lease.
- e. If the Tenant fails to maintain in force, or pay any premiums for any insurance required to be maintained by the Tenant hereunder, or if the Tenant fails from time to time to deliver to the Landlord satisfactory proof of the good standing of any such insurance or the payment of premiums therefore, then the Landlord, without prejudice to any of its other rights and remedies hereunder, shall have the right, but not the obligation, to effect such insurance on behalf of the Tenant and the cost

thereof and all other reasonable expenses incurred by the Landlord in that regard shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand.

### **10.03 Tenant Participation in Proceedings.**

The Tenant shall, at its expense, to the extent requested by the Landlord, participate in or conduct the defence of any Proceeding against any Indemnified Parties and any negotiations for their settlement. The Landlord may elect to participate in or conduct the defence of any such Proceeding by notifying the Tenant in writing of such election without prejudice to any other rights or remedies of the Landlord under the Lease, Contract, Agreement, at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Tenant shall not enter into any settlement unless it has obtained the prior written approval of the Landlord. If the Tenant is requested by the Landlord to participate in or conduct the defence of any such Proceeding, the Landlord agrees to co-operate with and assist the Tenant to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Landlord conducts the defence of any such Proceedings, the Tenant agrees to co-operate with and assist the Landlord to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Lease.

### **10.02 Landlord's Non-Liability**

The Tenant agrees that the Landlord shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property, at any time on or about the Lands, no matter how the same shall be caused and whether or not resulting from or contributed to by the negligence of the Landlord, its servants, agents, employees, contractors or Persons for whom the Landlord is in law responsible.

### **10.03 Indemnification of the Landlord**

The Tenant shall indemnify and save harmless the Landlord and all of its agents, employees, contractors and those for whom the Landlord is, in law, responsible from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising, directly or indirectly, from or out of this Lease, or any occurrence at the Lands, or the occupancy or use by the Tenant of the Lands, or any part thereof. If the Landlord, its agents, employees or contractors shall be made a party to any litigation commenced by or against the Tenant, then the Tenant shall protect, indemnify and hold the Landlord, its agents, employees or contractors, as applicable, harmless and shall pay all costs, expenses and legal fees incurred or paid by the Landlord in connection with such litigation.

## **ARTICLE XI - MAINTENANCE, REPAIRS AND IMPROVEMENTS**

### **11.01 Maintenance and Repairs by the Tenant**

The Tenant shall, at all times during the Term, at its sole cost and expense: (i) keep and maintain the Lands and any Improvements thereon in a clean and good condition and state of repair at least to the condition existing on the Commencement Date and in respect of Environmental Contaminants, at a level which does not exceed the Existing Environmental Conditions; and (ii) make all needed repairs and replacements in a good and workmanlike manner with due diligence, in accordance with all applicable requirements of any relevant Authority, including the payment of all fees related to permits, testing, pumping and maintenance of all appurtenances on the Lands, including, but not limited to: oil water separators, septic systems, used oil reservoirs. The Tenant is responsible for non-capital repairs and replacements and for any repairs necessitated by damage resulting from any act or failure to act by the Tenant. The Landlord is responsible for capital repairs and replacements. The Tenant shall maintain the temperature of the garage area at a level suitable to its intended function, with respect to ambient conditions, at all times.

### **11.02 Landlord's Approval of Tenant's Improvements**

- a) The Tenant shall not make or install any Improvements to the Lands without the Landlord's prior written consent, which consent shall not be unreasonably withheld.
- b) With its request for consent, the Tenant shall submit to the Landlord details of the proposed Improvements, including plans and specifications prepared by qualified architects or engineers.
- c) The Improvements shall be completed at the Tenant's expense in accordance with the plans and specifications approved in writing by the Landlord, in a good and workmanlike manner and in compliance with the Landlord's reasonable requirements and all applicable requirements of any relevant Authority. The Tenant shall, prior to commencing the Improvements, obtain, at its sole cost and expense, all necessary permits and licenses from any relevant Authority.
- d) If the Tenant performs any such Improvements without compliance with all of the provisions of this Section 11.02, the Landlord shall have the right to require the Tenant to remove such Improvements forthwith, at the Tenant's expense, and to restore the Lands to their prior condition.

### **11.03 Repair According to Landlord's Notice**

The Landlord, or any Persons designated by it, shall have the right to enter the Lands at any reasonable time to view the state of repair and condition of the Lands and

Improvements, and the Tenant shall promptly perform any maintenance, repairs or replacements according to the Landlord's notice and the Tenant's obligations hereunder.

#### **11.04 Notice by Tenant**

The Tenant shall give immediate notice to the Landlord of any accident, defect or damage to any part of the Lands or Improvements which comes to the attention of the Tenant or any of its employees or contractors, notwithstanding the fact that the Landlord may not have any obligation in respect of the same.

#### **11.05 Ownership of Improvements**

All Improvements shall immediately become the property of the Landlord upon installation, but without the Landlord thereby accepting any responsibility in respect of the maintenance, repair or replacement thereof.

#### **11.06 Construction Liens**

The Tenant shall make all payments and take all steps as may be necessary to ensure that no lien is registered against the Lands as a result of any work, services or materials supplied to the Tenant or the Lands at the Tenant's request. The Tenant shall cause any such registrations to be discharged or vacated immediately after notice from the Landlord, or within ten (10) days after the Tenant receives notice of such registration, whichever is earlier. The Tenant shall indemnify and save harmless the Landlord from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Tenant or the Lands at the Tenant's request. If the Tenant fails to cause any such registration to be discharged or vacated as aforesaid then, in addition to any other rights of the Landlord, the Landlord may, but shall not be obliged to, discharge the same by paying the amount claimed into court, and the amounts so paid and all costs incurred by the Landlord, including legal fees and disbursements, shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand.

### **ARTICLE XII - END OF TERM**

#### **12.01 Vacating of Possession**

Forthwith upon the expiry or earlier termination of the Term, the Tenant shall, at its own expense, deliver to the Landlord vacant possession of the Lands leaving the Lands in such condition in which the Tenant is required to keep them during the Term and shall be responsible for the removal of any Environmental Contaminants exceeding the Existing Environmental Conditions, as per Section 12.05. Additionally at the expiry of the Term, the Tenant shall at its own expense be responsible for the pumping and cleaning of the following appurtenances: Oil/Water Separators, Septic Systems, and the Waste Oil

Storage reservoirs. The final pumping/cleaning shall, if available, follow manufacturers direction.

#### **12.02 Removal of Trade Fixtures**

Provided the Tenant has paid all Rent and is not otherwise in default hereunder, at the expiry or earlier termination of the Term, the Tenant shall remove its trade fixtures and repair all damage resulting from the installation or removal of such trade fixtures. If at the expiry or earlier termination of the Term, the Tenant does not remove its trade fixtures or any of its other property on the Lands, the Landlord shall have no obligation in respect thereof and may sell or destroy the same or have them removed or stored at the expense of the Tenant or, at the option of the Landlord, such trade fixtures or property shall become the absolute property of the Landlord without any compensation to the Tenant.

#### **12.03 Removal of Improvements**

Notwithstanding that the Improvements may become the property of the Landlord upon installation, at the expiry or earlier termination of the Term, the Tenant may remove any Improvements installed by the Tenant and shall remove any or all of such Improvements installed by the Tenant, as required by the Landlord, and in so doing shall restore the Lands to their condition prior to the installation and removal of such Improvements.

#### **12.04 Overholding by Tenant**

If the Tenant remains in possession of all or any part of the Lands after the expiry of the Term with the consent of the Landlord but without any further written agreement, this Lease shall not be deemed thereby to have been renewed and the Tenant shall be deemed to be occupying the Lands as a monthly tenant on the same terms and conditions set forth in this Lease insofar as they are applicable to a monthly tenancy except the monthly Basic Rent shall be twice the monthly Basic Rent payable during the last twelve (12) months of the Term, or renewal term, as the case may be.

#### **12.05 Tenant's Liability for Environmental Contaminants**

- a) Upon the expiry or termination of this Lease or the vacating of possession of any of the Lands by the Tenant, the Landlord, or its agent, shall, immediately and at its own expense, order an environmental study to determine the environmental conditions affecting the Lands, including the presence of Environmental Contaminants, as of that date. A copy of the report generated shall be provided to the Tenant in the event that there is any exceedance of the Existing Environmental Conditions.
- b) Notwithstanding the expiry or termination of this Lease, the Tenant shall have full liability and responsibility in terms of both cost and undertaking for any remedial work resulting from any Environmental Contaminant which is found or discovered in, on, or at Lands on or before the expiry or termination of this Lease and which exceeds the Existing Environmental Conditions as described in the documents listed in Appendix "B". In connection therewith the Tenant shall be responsible for the

management, removal, off-site storage and/or disposal of any Environmental Contaminant discovered in, on or at the Lands whether or not resulting from any act, omission or negligence of the Tenant or those for whom it is, in law, responsible.

- c) The Landlord will not hold the Tenant liable for surface or groundwater concentrations in excess of the *Safe Drinking Water Act, 2002, S.O. 2002, c.32*, and the regulations thereunder for sodium, chloride, and manganese, provided exceedances of such objectives already exist at the site as indicated by the Existing Environmental Conditions.
- d) The Landlord reserves the right to seek damages from the Tenant for remediation of potable water where testing reveals concentrations in excess of the *Safe Drinking Water Act, 2002, S.O. 2002, c.32*, and the regulations thereunder, for parameters where concentrations in excess of such objectives were not found to be present in the water at the site as indicated by the Existing Environmental Conditions.
- e) All remedial work shall be undertaken and completed in accordance with a site remediation plan acceptable to the Landlord and otherwise consistent with the *Guidelines for Use at Contaminated Sites in Ontario* published by the MOE or such other guidelines as then may be in effect. In addition, all remedial work shall be implemented fully in accordance with the requirements of all applicable laws, by-laws, regulations, codes, standards, guidelines, agreements or requirements of the MOE and all Authorities.
- f) If any remedial work is necessary, the Tenant shall deliver evidence satisfactory to the Landlord that such work has been undertaken and completed in accordance with the requirements of the preceding subsection.

## **12.06 Movables Left On Lands**

Upon the expiry or earlier termination of the Term, any and all chattels or movables left by the Tenant upon the Lands shall become the property of the Landlord, excepting any Environmental Contaminants and excepting any chattel or movable for which the Landlord provides written notice regarding the same, within sixty (60) days of the expiry or earlier termination of the Term, following which notice the Tenant must forthwith remove the said chattel or movable. If the Tenant fails to remove any such chattel or movable forthwith following notice, the Landlord may remove the same at the cost of the Tenant and may dispose of or destroy the chattel or movables at the cost of the Tenant.

## **ARTICLE XIII - DAMAGE AND DESTRUCTION**

### **13.01 General**

If, during the Term, any Improvements, or any part thereof, are, in the sole opinion of the Architect, destroyed or damaged by any cause whatsoever so as to render the Lands substantially or wholly unfit for occupancy by the Tenant for the purpose stated in Section 1.02, then and so often as the same shall happen, the following provisions shall have



effect:

**(a) Significant Destruction to Improvements**

If the Improvements are, in the opinion of the Architect, incapable of being repaired and restored with reasonable diligence within sixty (60) days of the date of such destruction or damage (the "Date of Damage"), then the Landlord may unilaterally amend this Lease such that the damaged property or properties will no longer form a part of this Lease by written notice given to the Tenant within thirty (30) days of the Date of Damage. In the event of such notice being so given:

- (i) the Basic Rent and Appendix "A" of this Lease shall be amended accordingly and the properties designated in the above notice (the "Designated Properties") shall no longer form a part of this Lease as of the Date of Damage; the Tenant shall remain liable for all Rent accrued up to the Date of Damage;
- (ii) the Tenant shall immediately surrender the Designated Properties and all of its interests herein to the Landlord;
- (iii) all Rent for the Designated Properties shall be apportioned and shall be payable by the Tenant only to the Date of Damage; and
- (iv) the Landlord may re-enter and re-possess the Designated Properties;

but if, within the said period of thirty (30) days, the above notice has not been given, then, upon the expiration of the said period or if the Landlord does not elect to give such notice, the Landlord shall, with reasonable promptitude, proceed to repair and restore the Improvements to their condition as of the Commencement Date. In the event that the Landlord does not elect to give such notice in accordance with this Subsection 13.01(a), Rent shall abate in proportion to the portion of the Lands rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the date which is thirty (30) days following the date that the Landlord has restored the Improvements to their condition as of the Commencement Date. In the event that the above notice is given in accordance with this Subsection 13.01(a), the Landlord hereby reserves any and all rights to indemnification by the Tenant which it may have as a result of any breach of covenant by the Tenant arising prior to the Date of Damage.

**(b) Rebuilding/Repairing Improvements**

If, in the opinion of the Architect, the Improvements are capable with reasonable diligence of being rebuilt and/or repaired and restored within sixty (60) days of the Date of Damage, then the Landlord shall rebuild and/or repair and restore the Improvements with all reasonable speed to their condition as of the Commencement Date. Rent shall abate in proportion to the portion of the Improvements rendered untenable by such damage or destruction as determined by the Architect, from the Date of Damage to the date which is thirty (30) days following the date that the Landlord has restored the Improvements to their condition as of the Commencement Date.

### **13.02 Restoration of Improvements**

If there is damage or destruction to the Improvements and the above notice is not given pursuant to the provisions of this Article XIII, the Landlord, in performing its repairs as required hereby, shall not be obliged to repair or rebuild in accordance with plans or specifications for the Improvements as they existed as of the Commencement Date but, rather, may repair or rebuild in accordance with any plans and specifications chosen by the Landlord in its sole discretion, providing the Improvements remain suitable for the Tenant's use in accordance with this Lease.

### **13.03 Decision of Architect Binding**

The decision of the Architect as to the time within which the damage or destruction to the Improvements can or cannot be repaired, the extent of the damage, or the state of tenantability of the Lands for the purpose stated in Subsection 1.02, as the case may be, shall be final and binding upon the parties.

### **13.04 Exception**

Notwithstanding Section 13.01, if the Improvements are, in the opinion of the Architect, incapable of being repaired and restored with reasonable diligence within sixty (60) days of the date of such destruction or damage (the "Date of Damage"), and the Tenant possesses a valid insurance policy to cover the full replacement cost of the Improvements including the Landlord's interests, and the Tenant's insurer provides acknowledgement to the Landlord that the insurer will cover such costs, then the Tenant shall decide whether or not the Improvements are to be repaired and restored to their condition as of the Commencement Date. The Tenant shall provide written notice to the Landlord of its decision within thirty (30) days of the Date of Damage. If the Tenant decides not to repair and restore the Improvements, the Landlord shall receive the proceeds of the insurance policy to the extent of the Landlord's interests in accordance with Clause 10.01(a)(ii) of this Lease.

## **ARTICLE XIV - ASSIGNMENT AND SUBLETTING**

### **14.01 Tenant not to Transfer**

The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Lands, or mortgage or encumber this Lease or the Lands or any part thereof, or suffer or permit the occupation of, or part with or share possession of all or any part of the Lands (whether by way of concessions, franchises, licenses or otherwise), by any Person (all of the foregoing being collectively referred to in this Article XIV as a "Transfer", and the Person to whom the Lands is transferred is referred to as the "Transferee"), without the prior written consent of the Landlord, which may be arbitrarily and unreasonably withheld. The consent by the Landlord to any Transfer, if granted, shall not constitute a waiver of

the necessity for such consent to any subsequent Transfer. Any document or consent evidencing such Transfer, if permitted or consented to by the Landlord, shall be prepared by the Landlord or its solicitors, and all legal costs with respect thereto shall be paid by the Tenant to the Landlord as Additional Rent forthwith upon demand. Any consent by the Landlord shall be subject to the Tenant causing any such Transferee to promptly provide financial information to the Landlord and a consent for the Landlord to do a credit search in respect of the Transferee, and to execute an agreement directly with the Landlord agreeing to be bound by all of the terms, covenants and conditions contained in this Lease. Notwithstanding any such Transfer permitted or consented to by the Landlord, the Tenant shall be jointly and severally liable with the Transferee and shall not be released from performing any of the terms, covenants and conditions of this Lease.

#### **14.02 Landlord's Option**

Notwithstanding the other provisions contained in this Article XIV, after the Landlord receives a request for consent to a Transfer with the information herein required, it shall have the option, to be exercised by notice to the Tenant within fifteen (15) days after the receipt of such request, information and agreement, to terminate this Lease effective as of the date on which the proposed Transfer by the Tenant was proposed to occur. If the Landlord elects to terminate this Lease as aforesaid, the Tenant shall have the right, to be exercised by written notice to the Landlord within ten (10) days after receipt of such notice of termination, to withdraw the request for consent to the Transfer, in which case, the Tenant shall not proceed with such Transfer, the notice of termination shall be null and void and this Lease shall continue in full force and effect.

#### **14.03 No Advertising of Lands**

The Tenant shall not advertise this Lease or all or any part of the Lands or the business or fixtures therein for sale without the Landlord's prior written consent.

#### **14.04 Assignment by the Landlord**

In the event of the sale, lease or disposition by the Landlord of the Lands or any part thereof, or the assignment by the Landlord of this Lease or any interest of the Landlord hereunder, and to the extent that the purchaser or assignee thereof assumes the covenants and obligations of the Landlord hereunder, the Landlord shall, thereupon and without further agreement, be freed and relieved of all liability with respect of such covenants and obligations.

### **ARTICLE XV - REGISTRATION**

#### **15.01 Registration**

The Tenant shall not register this Lease on the title to the Lands or any short form or

notice hereof except in such form as has been approved by the Landlord in writing, the Tenant agreeing to pay the Landlord's reasonable expenses, including legal fees, of such approval. The Tenant shall forthwith provide to the Landlord a duplicate registered copy of any short form or notice of this Lease or other document registered on title.

## **ARTICLE XVI - DEFAULT**

### **16.01 Default and Right to Re-Enter**

The Tenant shall be deemed to be in default if and whenever:

- a) the Tenant fails to pay any Rent within five (5) days after the Tenant receives notice of such non-payment;
- b) the Tenant fails to observe or perform any obligation of the Tenant, other than payment of Rent, and fails to rectify such default within ten (10) days after the Tenant receives notice of such default, or fails to commence to rectify such default within such ten-day period where such default reasonably requires more than ten (10) days to rectify;
- c) the Tenant or any Person occupying the Lands or any part thereof becomes bankrupt or insolvent or files any proposal or makes any assignment for the benefit of creditors or any arrangement or compromise;
- d) a receiver or a receiver and manager is appointed for all or a portion of the Tenant's property;
- e) any steps are taken or any action or proceeding is instituted for the dissolution, winding-up or liquidation of the Tenant or its assets;
- f) the Tenant makes a sale in bulk of any of its assets, wherever situated (other than a bulk sale made to an assignee or sublessee pursuant to a permitted Transfer hereunder and pursuant to the *Bulk Sales Act*, R.S.O. 1990, c.B.14, as amended);
- g) the Tenant abandons or attempts to abandon the Lands;
- h) any of the Lands are used by any Persons other than such as are entitled to use them hereunder;
- i) the Tenant effects a Transfer of all or any part of the Lands except in a manner permitted by this Lease; or
- j) this Lease or any of the Tenant's assets are taken under any writ of execution;

and the then current Rent shall be forthwith due and payable and the Landlord, in addition to any other rights or remedies it has pursuant to this Lease or by law, has the immediate right to terminate this Lease or to re-enter the Lands and it may repossess the Lands and may expel all persons and remove all property from the Lands and such property may be removed and sold or disposed of by the Landlord as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Tenant.

## **16.02 Right to Relet**

- a) In the event of the Tenant's default, the Landlord as agent of the Tenant, may relet the Lands and take possession of any furniture, fixtures, equipment or other property thereon and, upon giving notice to the Tenant, store the same at the expense and risk of the Tenant or sell or otherwise dispose of the same at a public or private sale without further notice, and to make Improvements to the Lands to facilitate their reletting and to apply the net proceeds of the sale of any furniture, fixtures, equipment, or other property or from the reletting of the Lands, less all expenses incurred by the Landlord in making the Lands ready for reletting and in reletting the Lands, on account of the Rent due and to become due under this Lease, and the Tenant shall be liable to the Landlord for any deficiency and for all such expense incurred by the Landlord as aforesaid; nothing done by the Landlord shall be construed as an election to terminate this Lease unless written notice of such termination is given by the Landlord to the Tenant.
- b) Upon each such reletting, all Rent received by the Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting and of costs of such Improvements and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by the Landlord and applied in payment of future Rent as the same becomes due and payable hereunder. If such Rent received from such reletting during any month is less than that to be paid during that month by the Tenant hereunder, the Tenant shall pay any such deficiency which shall be calculated and paid monthly in advance on or before the first day of each and every month.

## **16.03 Right to Terminate**

If the Landlord at any time terminates this Lease for any breach by the Tenant, it may recover from the Tenant all damages it incurs by reason of such breach, including the cost of recovering the Lands, solicitor's fees (on a solicitor-and-his-own-client basis) and including the worth at the time of such termination of the excess, if any, of the amount of Rent and charges equivalent to Rent required to be paid pursuant to this Lease for the remainder of the Term over the then reasonable rental value of the Lands for the remainder of the Term, all of which amounts shall be immediately due and payable by the Tenant to the Landlord.

## **16.04 Landlord may Cure the Tenant's Default or Perform the Tenant's Covenants**

The Landlord may, but is not obligated to, pay any amounts or charges required to be paid by the Tenant pursuant to this Lease, if the Tenant has not paid such amounts after five (5) days' notice by the Landlord of any such amount. If the Tenant is in default in the performance of any obligations hereunder (other than the payment of Rent), the Landlord

may from time to time after giving at least ten (10) days' notice (or without notice in the case of an emergency), perform or cause to be performed any or part of such obligations, and for such purpose may do such things as may be required including, without limitation, entering upon the Lands and doing such things upon or in respect of the Lands or any part thereof as the Landlord reasonably considers necessary. All expenses incurred and expenditures made pursuant to this Section 16.04 shall be paid by the Tenant as Additional Rent, or otherwise as may be the case, forthwith upon demand. The Landlord shall have no liability to the Tenant for any loss or damage resulting from any such action or entry by the Landlord upon the Lands and the same is not a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease.

#### **16.05 Costs**

The Tenant shall pay to the Landlord, forthwith upon demand, all costs incurred by the Landlord, including, without limitation, legal expenses (on a solicitor-and-his-own client basis) and reasonable compensation for all time expended by the Landlord's own personnel, arising as a result of any default in the Tenant's obligations under this Lease.

#### **16.06 Charges Collectible as Rent**

If the Tenant is in default in the payment of any amounts or charges required to be paid pursuant to this Lease, such amounts or charges shall, if not paid when due, be collectible as Rent with the next monthly instalment of Basic Rent thereafter falling due hereunder, but nothing herein contained is deemed to suspend or delay the exercise of any other remedy of the Landlord. The Tenant agrees that the Landlord may, at its option, apply or allocate any sums received from or due to the Tenant against any amounts due and payable hereunder in such manner as the Landlord sees fit.

### **ARTICLE XVII – MISCELLANEOUS**

#### **17.01 Renewal Option**

This is no renewal option under this Lease.

#### **17.02 Access to Lands**

- a) Without limiting any other rights the Landlord may have pursuant to this Lease or at law, the Landlord, its employee or its agent shall have the right to enter the Lands upon twenty-four (24) hours notice for any of the following purposes: (i) to examine the Lands and to perform any maintenance, capital improvements or tests or repairs to any part of the Lands or to any equipment and services serving the Lands; (ii) to use the Lands for other provincial purposes as long as there is no interference with the operations and activities of the Tenant; and (iii) during the last twelve (12) months of the Term, to show the Lands to prospective tenants or purchasers. In cases of emergency or to conduct inspections or environmental audits, the Landlord

or its agent shall have the right to enter the Lands at any time.

- b) The Landlord shall exercise its rights pursuant to this Section 17.02 in such manner and at such times as the Landlord, acting reasonably but in its sole discretion, shall determine. At any time that entry by the Landlord is desired in case of emergency, and if no personnel of the Tenant are known by the Landlord to be present on the Lands or if such personnel fail for any reason to provide the Landlord with immediate access at the time such entry is desired, the Landlord may forcibly enter the Lands without liability for any damage caused thereby.

### **17.03 Remedies to Subsist**

No waiver of any of the Tenant's obligations under this Lease or of any of the Landlord's rights in respect of any default by the Tenant hereunder shall be deemed to have occurred as a result of any condoning, overlooking or delay by the Landlord in respect of any default by the Tenant or by any other act or omission of the Landlord including, without limitation, the acceptance of any Rent less than the full amount thereof or the acceptance of any Rent after the occurrence of any default by the Tenant. The waiver by the Landlord of any default of the Tenant or of any rights of the Landlord, which shall be effected only by an express written waiver executed by the Landlord, shall not be deemed to be a waiver of any term, covenant or condition in respect of which such default or right has been waived and shall not be deemed to be a waiver of any subsequent default of the Tenant or right of the Landlord. All rights and remedies of the Landlord under this Lease and at law shall be cumulative and not alternative, and the exercise by the Landlord of any of its rights pursuant to this Lease or at law shall at all times be without prejudice to any other rights of the Landlord, whether or not they are expressly reserved.

### **17.04 Impossibility of Performance**

If and to the extent that either the Landlord or the Tenant shall be delayed in the fulfilment of any obligation under this Lease, other than the payment by the Tenant of any Rent, by reason of unavailability of material, equipment, utilities, services or by reason of any laws, including Orders-in-Council, or by reason of any other similar cause beyond its control and not avoidable by the exercise of reasonable foresight (excluding the inability to pay for their performance of such obligation), then the party being delayed shall be entitled to extend the time for fulfilment of such obligation by a time equal to the duration of such delay and the other party shall not be entitled to any compensation for any loss or inconvenience occasioned thereby. The party delayed will, however, use its best effects to fulfil the obligation in question as soon as is reasonably practicable by arranging an alternate method of providing the work, services or materials.

### **17.05 Notices**

All notices, statements, demands, requests or other instruments which may be or are required to be given under this Lease shall be in writing and shall be delivered in person or sent by facsimile or prepaid registered Canadian mail addressed to the Tenant and the

Landlord as set out in Section 1.01(f) and Section 1.01(g) respectively, or such other addresses as the Landlord and Tenant may from time to time designate in writing. All such notices shall be conclusively deemed to have been given and received upon the day the same is personally delivered or sent by facsimile as aforesaid, or, if mailed, three (3) business days after the same is mailed as aforesaid. Any party may at any time by notice in writing to the other change the address for service of notice on it. If two or more Persons are named as Tenant, any notice given hereunder shall be sufficiently given if delivered or mailed in the foregoing manner to any one of such Persons.

#### **17.06 Complete Agreement and Amendment**

There are no covenants, representations, agreements, warranties or conditions in any way relating to the subject matter of this Lease or the tenancy created hereby, expressed or implied, collateral or otherwise, except as expressly set forth herein, and this Lease constitutes the entire agreement between the parties and may only be amended by subsequent written agreement duly executed by the Landlord and Tenant. Appendices "A", "B", and "C" attached hereto form part of this Lease.

#### **17.07 Time of the Essence**

Time is of the essence with respect to all terms of this Lease.

#### **17.08 Applicable Law**

This Lease shall be governed by and interpreted in accordance with the laws of the Province of Ontario. The parties agree that the Courts of Ontario shall have jurisdiction to determine any matters arising hereunder.

#### **17.09 Severability**

If any provision of this Lease is illegal, unenforceable or invalid, it shall be considered separate and severable and all the remainder of this Lease shall remain in full force and effect as though such provision had not been included in this Lease but such provision shall nonetheless continue to be enforceable to the extent permitted by law.

#### **17.10 No Partnership or Agency**

The Landlord does not in any way or for any purpose become a partner of the Tenant in the conduct of its business, or otherwise, or a joint venturer or a member of a joint enterprise with the Tenant, nor is the relationship of principal and agent created.

#### **17.11 Section Numbers and Headings**

The section numbers and headings of this Lease are inserted for convenience only and shall in no way limit or affect the interpretation of this Lease. References in this Lease to



section numbers refer to the applicable section of this Lease, unless a statute or other document is specifically referred to.

#### **17.12 Interpretation**

Whenever a word importing the singular or plural is used in this Lease, such word shall include the plural and singular respectively. Where any party is comprised of more than one entity, the obligations of each of such entities shall be joint and several. Words importing persons of either gender and firms or corporations shall include persons of the other gender and firms or corporations as applicable. Subject to the express provisions contained in this Lease, words such as "hereof", "herein", "hereby", "hereafter" and "hereunder" and all similar words or expressions shall refer to this Lease as a whole and not to any particular section or portion hereof. The word "including" shall mean "including without limitation". Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided. When calculating the period of time within which or following which any act is to be done or step taken, the date which is the reference day in calculating such period shall be excluded.

#### **17.13 Successors**

This Lease shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, assigns and other legal representatives except only that this Lease shall not enure to the benefit of any of such parties unless and only to the extent expressly permitted pursuant to the provisions of this Lease.

#### **17.14 Not Binding on Landlord**

This Lease is not binding on the Landlord until it has been duly executed by or on behalf of the Minister of Transportation.

#### **17.15 Freedom of Information and Disclosure**

The Tenant acknowledges and agrees that the commercial and financial information in this Lease is subject to the disclosure requirements of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended, or any successor act, or as otherwise required by law.

#### **17.16 Guarantee**

Not Applicable.

#### **17.17 No Waiver**

No waiver shall be inferred from or implied by any act or omission by the Ministry

IN WITNESS WHEREOF the parties have executed this Lease.

**HIS MAJESTY THE KING in right of the Province of Ontario as represented by the Minister of Transportation**

Per: \_\_\_\_\_(Signature)

Name: \_\_\_\_\_

Title: Director, Operations East  
Ministry of Transportation  
Eastern Region

Date: \_\_\_\_\_

**The Corporation of the Township of Rideau Lakes**

Per: \_\_\_\_\_(Signature)

Name: \_\_\_\_\_(Please Print)

Title: \_\_\_\_\_  
Authorized Signing Officer

Date: \_\_\_\_\_

**APPENDIX "A"**

Between His Majesty the King in Right of the Province of Ontario,  
represented by the Ministry of Transportation for the Province of Ontario, and  
Corporation of the Township of Rideau Lakes

**LEGAL DESCRIPTIONS OF PATROL YARD**

<b>Patrol Yard Name</b>	<b>Legal Description</b>	<b>Approx. Lot Size</b>
Crosby	Rideau Lakes Twp Lot 22 Con.1	Irregular, Shown as Part B on APPENDIX "C"

**APPENDIX "B"**

Between His Majesty the King in Right of the Province of Ontario,  
represented by the Ministry of Transportation for the Province of Ontario, and  
the Corporation of the Township of Rideau Lakes

**ENVIRONMENTAL SITE ASSESSMENT REPORTS**

**DESCRIBING EXISTING ENVIRONMENTAL CONDITIONS OF THE LANDS**

<b>MTO Patrol Yard</b>	<b>Environmental Consultant</b>	<b>Date of Report</b>
------------------------	---------------------------------	-----------------------

Environmental Assessments will be completed for each patrol yard during 2031-32.  
The new reports will be provided to the Tenant.

## **APPENDIX "C" to a lease dated May 1, 2025**

Between His Majesty the King in Right of the Province of Ontario,  
represented by the Ministry of Transportation for the Province of Ontario, and  
the Corporation of the Township of Rideau Lakes

### **LEGAL DESCRIPTIONS OF LANDS**

#### **LOT**

#### **DIMENSIONS**

Lot 22, Conc. 1  
Township of Rideau Lakes  
United Counties of Leeds & Grenville

Irregular as fenced 1.6 ha.

