

**CORPORATION OF THE TOWNSHIP
OF SOUTH ALGONQUIN**

By-Law No. 20-608

**Being a By-Law Authorizing a Lease Agreement with National
Structures 2011 Inc. for the rental of
Parking Area at the Whitney Dam**

WHEREAS Section 20 of the *Municipal Act 2001 (as amended by Bill 130)* authorizes a municipality to enter into agreements, and

WHEREAS it is the desire of the Corporation of the Township of South Algonquin to authorize the renewal a rental agreement with National Structures 2011 Inc., for a Parking Area in Whitney at the Dam for January 2020 to March 2020.

NOW THEREFORE the Council of the Corporation of the Township of South Algonquin enacts as follows:

“To authorize the Mayor and CAO/Clerk Treasurer to sign on behalf of the Corporation the Rental Lease Agreement attached to this By-Law as Schedule “A” between the Township of South Algonquin and National Structures 2011 Inc. for rental of a Parking Area in Whitney at the Dam for the year January 3, 2020 to March 31, 2020”.

READ A FIRST AND SECOND TIME this 5th, day of February 2020.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk Treasurer

READ A THIRD TIME PASSED AND ENACTED this 5th, day of February 2020.

Jane A.E. Dumas, Mayor

Holly Hayes, CAO/Clerk Treasurer

THIS LEASE made as of the 3rd day of January 2020.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF SOUTH ALGONQUIN

(hereinafter called the "**Landlord**")

OF THE FIRST PART

AND:

**NATIONAL STRUCTURES 2011 INC.
c/o Brad Wilson**

(hereinafter called the "**Tenant**"),

OF THE SECOND PART

Land

ARTICLE 1

In consideration of the rents, covenants, and agreements hereinafter reserved and contained on the part of the Tenant, to be paid, observed and performed, the Landlord, being registered owner of that parcel of land of the Landlord located in the Township of South Algonquin, District of Nipissing, Ontario, being composed of **PART OF** the parcel of land legally described as Con 6, Lot 7 RP36R6525 in the geographical Township of Airy, now in the Township of South Algonquin, locally known as "Galeairy Lake Memorial Park" parking area" LEASES to the Tenant the use of land adjacent to the outhouses for the placement of an office trailer and the portion of the shoreline road allowance as a laydown area, as outlined on the attached diagram, subject to the following terms, covenants and conditions.

Term

ARTICLE 2

To have and to hold the leased premises for and during the term of three months, commencing on the 3rd, day of January, 2020 and ending on the 31st, day of March, 2020 (herein called the "term"). This lease may be terminated by either party upon two (2) weeks' notice in writing to the other party.

Rental Payment

ARTICLE 3

The Tenant shall pay to the Landlord, its successors and assigns, without any deduction, setoff, or abatement whatsoever, monthly and every month during the term, the total cost of South Algonquin Hydro Bill 200097447278 as supplied by the Township during the term of the Lease, which includes the overhead lighting in the area and any additional hydro usage for the site. In addition any fees associated with hydro hook up or cancellation will be the responsibility of the Tenant.

Overholding

ARTICLE 4

If the Tenant shall, with the consent of the Landlord, continue in occupation following the expiration (but not other termination) of the term or any renewal term, this Lease shall continue from month to month as a monthly Lease, on the terms and conditions herein contained.

Use

ARTICLE 5

The leased premises shall be used and occupied by the Tenant, in a lawful manner, solely to be used as an Office and equipment laydown area for NATIONAL STRUCTURES 2011 INC., being the Tenant. Emergency access through the site must be maintained in a manner that allows all Fire

Equipment to utilize the dry hydrant and if required the shoreline. Reasonable public access to the outhouses must be maintained.

Assignment ARTICLE 6

The Tenant shall not assign this Lease in whole or in part, nor sublet all or any part of the leased premises.

Tenant Not to Construct without landlords' consent

ARTICLE 7

Other than the agreed upon office trailer, security fencing and equipment, the Tenant shall not construct, erect or place, or cause to be constructed, erected or placed on the leased premises, any building, structure, or other work, without the written consent of the Landlord. Any improvements without the prior written consent of the Landlord shall constitute a breach of this covenant, in which event the Landlord may, in its sole discretion, immediately terminate this Lease, and the Landlord be liable to the Tenant for any damages or compensation reason of such termination.

Maintenance

ARTICLE 8

The Tenant is responsible for snow removal in within the parking area and to ensure that access to the dry hydrant is maintained when practical.

Utilities

ARTICLE 9

The Tenant shall pay for cost of the telephone service, internet service if required, including the connection cost also disconnect charge. The Tenant shall also pay the heat and as mentioned above reimburse electricity monthly cost.

Surrender of Premises

ARTICLE 10

On the expiry date or earlier termination of this Lease, the Tenant shall leave on the leased premises any fixtures located thereon and shall peaceably surrender and yield up to the Landlord the leased premises in a neat and clean condition, free of all waste material, debris and rubbish. This includes ensuring any damaged to grassed areas are landscaped to previous or better condition.

Construction Lien

ARTICLE 11

The Tenant shall not suffer or permit any construction lien or similar lien to be filed or registered against the leased premises.

Loss and Damage

ARTICLE 12

The Landlord shall not be liable for death or injury or damage to property of the Tenant or of others located on the leased premises, nor for the loss of or damage to any property of the Tenant or of others by theft or otherwise from any cause whatsoever except by the negligence of the Landlord or the Landlord's employees, agents or contractors, elected or appointed officials.

Insurance

ARTICLE 13

The Tenant covenants that it shall keep in full force and effect throughout the term of this Lease comprehensive general liability insurance in respect to the leased premises and the operations of the Tenant thereon against claims for personal injury, death or property damage or loss indemnifying and protecting the Landlord and the Tenant, their respective employees, servants, agents, invitees or licensees, to the inclusive limit of not less than TWO MILLION (\$2,000,000.00) DOLLARS.

Applicable Law

ARTICLE 14

This Lease shall be construed pursuant to the laws of the Province of Ontario.

Successors and administrators

ARTICLE 15

This Lease extends to and binds the respective heirs, executors, and successors of the parties hereto as the case may be.

Notice

ARTICLE 16

Any notice required to be given by either party under this Lease and all rent, additional rent and or other sum payable hereunder by the Tenant to the Landlord shall be sufficiently given if mailed by registered letter, prepaid or delivered to the parties at their respective addresses as follows:

(a) **The Landlord:**

The Corporation of the Township of South Algonquin
7 Third Avenue, P.O. Box 217
Whitney, Ontario
K0J 2M0
Attention: CAO / Clerk-Treasurer

(b) **The Tenant:**

National Structures 2011 Inc.
15 Kellwood Cres,
Napanee, ONK7R 4A1 Canada

Attention: Brad Wilson, General Superintendent National Structures 2011 Inc.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the day and year first above written.

**THE CORPORATION OF THE
TOWNSHIP
OF SOUTH ALGONQUIN**

Date: _____

Mayor- Jane A. E. Dumas

Date: _____

CAO/Clerk-Treasurer – Holly Hayes

NATIONAL STRUCTURES 2011 INC.

Date: _____

Brad Wilson
General Superintendent

Date: _____

Witness

**WE HAVE THE AUTHORITY TO
BIND THE CORPORATION.**