

THIS LEASE made this 20<sup>th</sup> day of February, 2018.

BETWEEN:

THE CORPORATION OF THE COUNTY OF ESSEX  
(the "Lessor")

-and-

THE CORPORATION OF TOWN OF ESSEX  
THE CORPORATION OF THE TOWN OF LAKESHORE  
THE CORPORATION OF THE TOWN OF LASALLE  
THE CORPORATION OF THE TOWN OF TECUMSEH  
(the "Lessees")

**WHEREAS** the Lessor is the registered owner of the lands described as part of Lots 14 and 15, Concession 4, in the Town of Lakeshore (formerly the Township of Maidstone), known as the closed Landfill No. 3;

**AND WHEREAS** the Essex-Windsor Solid Waste Authority operated and now manages the closed Landfill No. 3 on behalf of the Lessor;

**AND WHEREAS** the Lessees have been operating a Dog Pound on a portion of the Lessor's property which forms part of the closed Landfill No. 3, pursuant to the provisions of the previous Lease Agreement dated December 18, 1996, and the Lessees have requested an extension of that Lease for a twenty (20) year term;

**AND WHEREAS** the Lessor deems it appropriate to grant this request;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the rents reserved and the covenants and agreements contained herein, and other good and valuable consideration, the parties covenant and agree one with the other as follows:

**1. PREMISES**

The Lessor hereby leases to the Lessees the buildings and land located on part of Lot 14, Concession 4, in the Town of Lakeshore (formerly the Township of Maidstone) as outlined in red on the Plan attached hereto as **Schedule 1** to this Lease (the "Premises").



## 2. **LESSEES' COVENANTS**

The Lessees covenant and agree with the Lessor:

### (1) **Premises and Term**

(a) To pay rent for the said Premises of four dollars (\$4.00) per year, the first payment to be paid upon the commencement of this Lease, for the purposes of operating and maintaining the existing Dog Pound facility and the access thereto.

(b) This Lease shall come into effect on the date it is signed by the Lessor, and it shall remain in effect for twenty (20) years thereafter, subject to the terms and conditions contained herein.

### (2) **Utilities**

To pay as they become due all charges for public utilities, including water, gas, electrical power, energy, steam and hot water used in the Premises, and for all work or services performed by any corporation or commission in connection with the public utilities.

### (3) **Maintenance of Premises**

At their own expense to maintain the Premises, including the parking areas, walkways and grounds and every part of them, in good order and condition and promptly make all needed repairs and replacement (reasonable wear and tear excepted) and to keep the premises well-painted, clean and in good condition.

### (4) **Access Road**

To maintain and repair the entrance road from Puce Road southerly and easterly to the Premises in a good state of repair, at their expense at all times, and not to install a hard surface on this access road without the prior written consent of the Lessor.

### (5) **Fence and Gates**

To maintain, repair and/or replace the existing fence and main gate on the Premises.

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(6) **Methane Gas Detection**

To take whatever steps, at their expense, the Lessees deem appropriate to prevent the infiltration of any methane gas from closed Landfill No. 3 into the buildings located on the Premises.

(7) **Heating**

To heat the Premises in a reasonable manner at their own expense.

(8) **Internet Use**

To continue to facilitate, at their own expense, the use of the Lessees' internet connection and power supply from the Premises by the Essex-Windsor Solid Waste Authority for the operation of its weather station currently located on the Premises.

(9) **Condition of Premises**

To keep the Premises and every part of them in a clean and tidy condition and not to permit garbage, ashes, waste or objectionable material to accumulate on them, and at their own expense to keep the access road, driveways, walkways, grounds, sidewalks and curbs forming part of or adjoining the Premises clean and free from snow and ice.

(10) **Inspection and Repair**

To permit the Lessor at all reasonable times to enter the Premises to inspect the condition thereof and when such inspection reveals that repairs are necessary, to repair in a good and workmanlike manner, within three (3) calendar months from the date of delivery of a notice from the Lessor setting out the required repairs.

(11) **Compliance with Laws**

At their expense to comply with the requirements of every applicable by-law, statute, law or ordinance, and with every applicable regulation or order, including the Environmental Compliance Approval issued to the Essex-Windsor Solid Waste Authority by the Ministry of the Environment and Climate Change, and any rules or regulations of the Essex-Windsor Solid Waste Authority with regard to the maintenance of closed Landfill No. 3, and with respect to the condition, equipment, use and occupation of the Premises.

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**(12) Nuisance or Interference**

Not to do or omit to do or permit to be done or omitted anything on or in respect of the Premises, the doing or omission of which shall be or result in a nuisance or shall interfere with the activities being carried out on the adjacent properties which form part of the closed Landfill No. 3 property.

**(13) Fire Insurance**

To keep the Premises insured during the term of this Lease against loss or damage by fire, lighting, explosion, leakage and standard supplementary perils. The insurance to be carried in an amount of not less than ninety percent (90%) of the replacement value of the Premises with companies acceptable to the Lessor. Premiums for all insurance shall be payable by the Lessees and all loss thereunder shall be payable to the Essex-Windsor Solid Waste Authority.

**(14) Liability Insurance**

To provide the Lessor with a Certificate of Public Liability Insurance covering the occupation and use of the Premises by the Lessees to the extent of not less than two million dollars (\$2,000,000.00) for all injuries or death to persons or damage to property arising from any one occurrence, with the Lessor and the Essex-Windsor Solid Waste Authority being named as Additional Insureds in the said policy.

**(15) Indemnity**

To indemnify the Lessor and the Essex-Windsor Solid Waste Authority from liabilities, damages, costs, claims, suits or actions resulting from:

- (a) a breach, violation or non-performance of any covenant or proviso of this Lease on the part of the Lessees; or
- (b) damage to property or injury to any person, including death, resulting from or occasioned by the use or occupation of the Premises, or from being located adjacent to a closed Landfill.

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(16) **Assignment**

3. **LESSOR'S COVENANTS**

The Lessor covenants with the Lessees:

(1) **Quiet Enjoyment**

For quiet enjoyment.

(2) **Alterations by the Lessees**

To permit the Lessees to make, with the consent of the Lessor, such consent not to be unreasonably withheld, alterations, additions and improvements to the Premises that will, in the opinion of the Lessees, better adapt the Premises to the uses for which the Premises are being put by the Lessees; provided, however, that the alterations, additions and improvements shall not impair the structural integrity of the building. All fixtures, improvements, erections or alterations made to the Premises by the Lessees shall be made at their own expense and shall remain the property of the Lessees and upon, or at any time before the termination of this Lease, shall be removed from the Premises by the Lessees; provided further that if any injury or damage is caused to the Premises by removal of the fixtures, the Lessees shall forthwith cause the injury or damage to be repaired at their expense, and if the Lessees do not make the repairs or cause them to be made promptly, they may be made by the Lessor, and the costs thereof may be recovered from the Lessee.

4. **FORFEITURE OF LEASE**

It is agreed between the parties that, if, without the written consent of the Lessor, the Premises remains vacant or not used for a period thirty (30) days, the Lease shall terminate and the term shall immediately become forfeited, in which event the Lessor may re- enter and take possession of the Premises as though the Lessees or any occupant or occupants of the Premises was or were holding over after the expiration of the term without any right.

5. **NON-LIABILITY OF LESSOR**

Neither the Lessor nor the Essex-Windsor Solid Waste Authority shall not be liable or responsible in any way for personal injury or death suffered by the Lessees or any employee of the Lessees or any other person who may be upon the Premises, or for any loss of or damage or injury to property belonging to the Lessees or their employees or to any other

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person resulting from the use or occupation of the Premises, or from being located adjacent to a closed landfill, provided however, that this paragraph shall not apply to injuries, damages or death caused directly by the negligent, reckless or willful conduct of the Lessor or the Essex-Windsor Solid Waste Authority, their respective employees, agents or representatives.

6. **LESSOR'S RIGHT TO PAY LESSEES' OBLIGATIONS**

If the Lessees fail to pay any rates, premiums or charges which it has covenanted to pay in this Lease, the Lessor may pay them and charge the sums paid to the Lessees who shall pay them forthwith on demand; and the Lessor, in addition to other rights, shall have the same remedies and may take the same steps for the recovery of all such sums as if they were rent in arrears. All arrears of rent and monies paid by the Lessor under this Lease shall bear interest at the rate of 1.5% per month from the time the sums become due until paid to the Lessor.

7. **BUILDINGS**

Subject to the provisions regarding "Alterations by the Lessees", any building placed or erected upon the Premises shall not be removed and shall be subject to all the provisions of this Lease, and no new building shall be erected upon the Premises without prior written consent from the Lessor.

8. **STRUCTURES**

Whenever in this Lease reference is made to the Premises it shall include all structures, improvements and erections in or upon the Premises or any part of them from time to time.

9. **WAIVER OF BREACHES**

The failure of the Lessor to insist upon a strict performance of any of the covenants and provisos shall not be deemed a waiver of any rights or remedies that the Lessor may have, or a waiver of any subsequent breach or default.

10. **TERMINATION**

This Lease may be terminated upon either Party providing the other with six (6) months' notice of termination. Such termination is to take effect on a day that is six (6) months after the date upon which notice was delivered to the Lessor, or in the case of the Lessees, on a date that is six (6) months after the date upon which notice is delivered to the last of the Lessees.



**11. NOTICES**

Any notice, request or demand provided for in the Lease shall be sufficiently given or made if mailed by registered mail, postage prepaid, addressed to the parties at their respective municipal offices, to the attention of the Clerk.

**12. INTERPRETATION**

Words importing the singular number only shall include the plural and vice versa. Words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations.

**13. BINDING EFFECT**

This Lease, and everything contained in it, shall extend to, bind and enure to the benefit of the successors and assigns of each of the Parties to it, subject to the consent of the Lessor being obtained, as provided in this Lease, to any assignment or sub-lease by the Lessees. All covenants contained in this Lease shall be deemed joint and several and all rights and powers reserved to the Lessor may be exercised by either the Lessor or its agents or representatives.

**14. COUNTERPARTS**

This Lease may be signed in counterparts, and each counterpart shall be deemed to be an original. Together, all counterparts form one single document. Facsimile reproductions of signatures shall be deemed to be original.

**IN WITNESS WHEREOF** the parties hereto have set their corporate seals under the hands of the appropriate officers.

**THE CORPORATION OF  
THE COUNTY OF ESSEX**

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WARDEN - T. BAIN

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CLERK - M. BIRCH

**THE CORPORATION OF  
THE TOWN OF ESSEX**

  
\_\_\_\_\_  
MAYOR - R. McDERMOTT

  
\_\_\_\_\_  
CLERK - R. AUGER

THE CORPORATION OF  
THE TOWN OF LAKESHORE

  
MAYOR- T. BAIN

  
CLERK- M. MASSE

THE CORPORATION OF  
THE TOWN OF TECUMSEH

MAYOR - G. McNAMARA

CLERK - L. MOY

THE CORPORATION OF  
THE TOWN OF LASALLE

MAYOR- K. ANTAYA

CLERK - B. ANDREATTA

THE CORPORATION OF  
THE TOWN OF LAKESHORE

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MAYOR- T. BAIN

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CLERK- M. MASSE

THE CORPORATION OF  
THE TOWN OF TECUMSEH

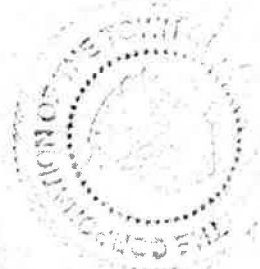
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MAYOR- G. McNAMARA

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CLERK- L. MOY

THE CORPORATION OF  
THE TOWN OF LASALLE

*M. Bondy*  
\_\_\_\_\_  
DEPUTY MAYOR- M. BONDY

*S. B. B. B.*  
\_\_\_\_\_  
CLERK - SANDREATTI  
*L. Miller*





THE CORPORATION OF  
THE TOWN OF LAKESHORE

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MAYOR- T. BAIN

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CLERK- M. MASSE

THE CORPORATION OF  
THE TOWN OF TECUMSEH

  
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MAYOR G. McNAMARA

  
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CLERK - L. MOY

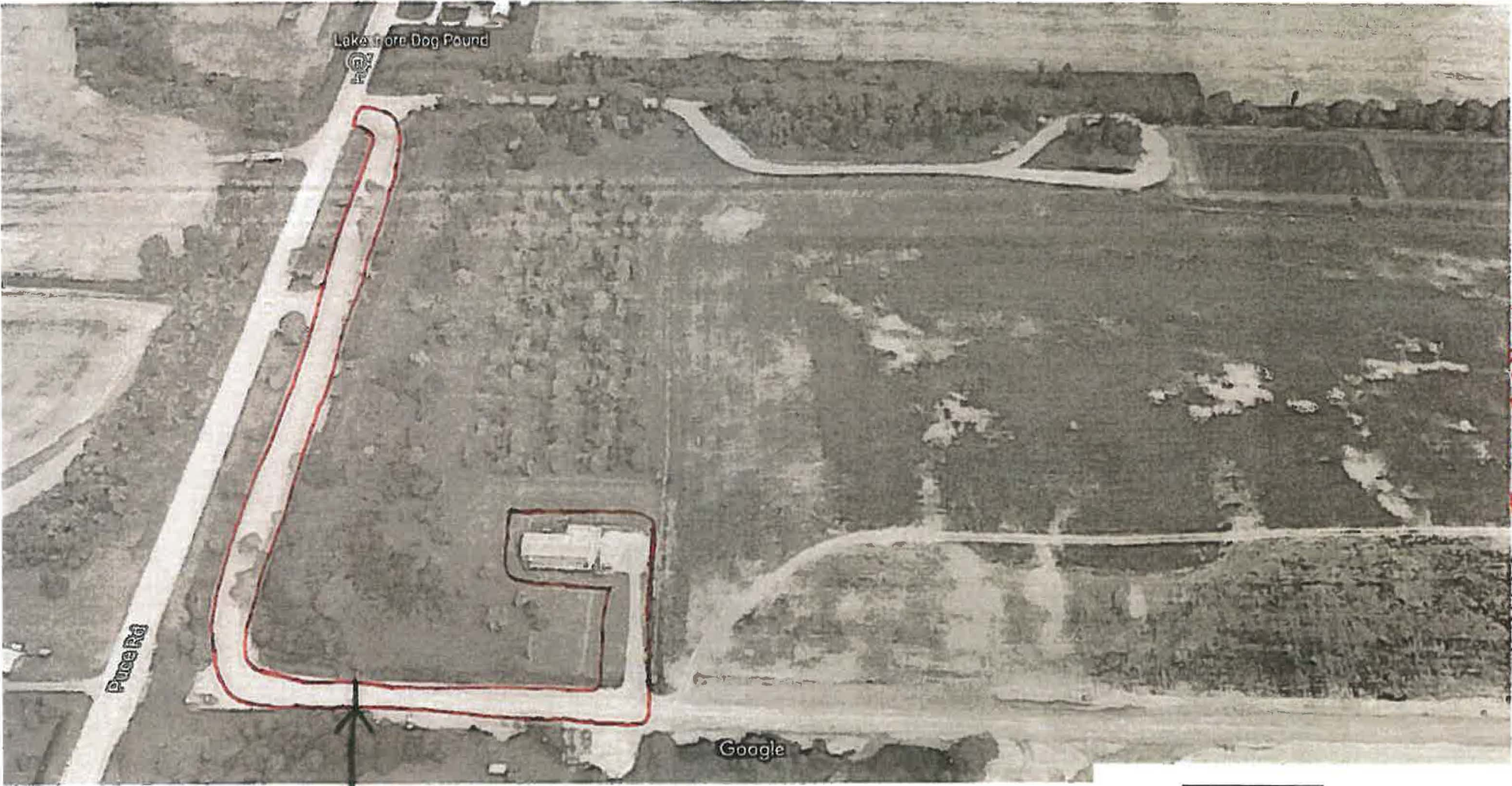
THE CORPORATION OF  
THE TOWN OF LASALLE

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MAYOR- K. ANTAYA

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CLERK - B. ANDREATTA

Google Maps

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SCHEMATIC 1 - DRAFT

Main Gate