

Amendment Number Five (No. 5) to Lease C0008103

This Agreement effective July 1, 2020.

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Transport

(the “Landlord”)

-and-

THE CORPORATION OF THE CITY OF OWEN SOUND

(the “Tenant”)

WHEREAS on or about July 1, 2000, the parties executed Lease Agreement #C008103 (the “Lease”);

AND WHEREAS the Term of the Lease commenced on July 1, 2000 and expired on June 30, 2008 and the Parties were desirous of extending the Term;

AND WHEREAS on or about July 1, 2008, the Parties executed Supplemental Agreement No. 1 which extended the Term of the Lease to June 30, 2011;

AND WHEREAS on or about July 1, 2011, the Parties executed Supplemental Agreement No. 2 which extended the Term of the Lease to June 30, 2014;

AND WHEREAS on or about August 10, 2015, the Parties executed Supplemental Agreement No. 3 which extended the Term of the Lease to June 30, 2017;

AND WHEREAS on or about July 1, 2017, the Parties executed Supplemental Agreement No. 4 which extended the Term of the Lease to June 30, 2020;

AND WHEREAS pursuant to the Lease, the Tenant shall use the Premises for the purpose of a Park (Newash Park – Kelso Beach).

AND WHEREAS the Parties again wish to extend the Term of the Lease;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Article 3 shall be deleted in its entirety and replaced with the following:

This Lease is for a term of 3 years, commencing on the FIRST DAY (1) of July, 2020, and terminating on the THIRTIETH DAY (31) of June, 2023, and then fully to be completed and ended.

2. Article 2 (1) Shall be deleted in its entirety and replaced with the following:

The Tenant shall pay to the Landlord each year of the Term, subject to the terms and conditions of this Lease an annual Rent. All cheque payments must be made to the Receiver General for Canada. The Lease Rent shall be as follows:

- a) For the period commencing the FIRST DAY (1) of July, 2020 and ending the THIRTY-FIRST DAY (31) of June, 2021 the sum of TWO HUNDRED EIGHTY SIX DOLLARS AND TWENTY TWO CENTS (\$286.22) of lawful money of Canada, plus applicable HST payable in advance; and
- b) For the period commencing the FIRST DAY (1) of July, 2021 and ending the THIRTY-FIRST DAY (31) of June, 2022 the sum of TWO HUNDRED NINETY FOUR DOLLARS AND EIGHTY CENTS (\$294.80) of lawful money of Canada, plus applicable HST payable in advance; and
- c) For the period commencing the FIRST DAY (1) of July, 2022 and ending the THIRTY-FIRST DAY (31) of June, 2023 the sum of THREE HUNDRED THREE DOLLARS AND SIXTY FIVE CENTS (\$303.65) of lawful money of Canada, plus applicable HST payable in advance.

3. Article 13 shall be amended to include the following:

(4) The Tenant shall not construct or erect any improvements or other structures on the Leased Premises without first obtaining the written approval of the Minister or his designated representative, of plans showing the design and nature of construction of such improvements or structures and their proposed location, and all such improvements or structures shall be constructed and thereafter maintained by and at the cost and expense of the Tenant to the satisfaction of the Landlord.

4. Article 54 shall be added as

NAVIGATION PROTECTION ACT

The Tenant shall fulfil in all respects the requirements of the Navigation Protection Act, R.S.C. 1985, Chapter N-22 (the "Act"), as amended from time to time. It is the express condition of this Lease that no "work" within the meaning of the Act shall be undertaken, constructed, placed, altered, repaired, rebuilt, removed or decommissioned on the Leased Premises by the Tenant until the provisions of the Act have been fully complied with.

5. Article 55 shall be added as follows:

PROHIBITIONS ON DUMPING

The Tenant shall not dump and shall ensure that any and all persons using the Leased Premises with permission of the Tenant shall not dump any substance on any land or water of the Leased Premises, all as determined by the Landlord whose decision shall be final. If at any time, and from time to time during the currency of this Lease, any dumping on the said Leased Premises occurs by reason or as a result of the operations of the Tenant, as to all of which the Landlord shall be the sole judge, and the decision shall be final, the Tenant shall forthwith upon receipt of a notice in writing from the Landlord undertake, prosecute without interruption and complete the work of removal of such substance from the said Leased Premises, at the cost and expense of the Tenant and to the satisfaction of the Landlord, and in case the Tenant fails to carry out its obligations under this clause to remove such substance from the said Leased Premises, the Landlord may cause such to be undertaken, prosecuted and completed, all at the cost of the Tenant, and the Tenant shall, forthwith upon demand thereof, reimburse the Landlord for all cost and expense incurred by the Landlord in the performance of such work and all other costs and expenses connected therewith or incidental thereto, and all such costs and expenses shall constitute a debt payable by the Tenant to the Landlord.

The Tenant shall not place or deposit or cause or permit to be placed or deposited, without the prior consent in writing of the Landlord, any fill, sand, gravel, detritus, waste debris or other materials, articles or things in the Harbour which may form a deposit thereon or therein

6. All other terms and conditions of the Lease shall continue in full force and effect.

IN WITNESS WHEREOF THE PARTIES HAVE executed this Amending Agreement as follows:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Transport

Witness

Per: _____
Authorized Signing Officer

Name: Dima Nasr
Title: A/Regional Manager
Airport & Port Programs
Date:

THE CORPORATION OF THE CITY OF OWEN SOUND

Name:
Title:
Date:

Name:
Title:
Date:

We have authority to bind the Corporation