

CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW # 12-08-552

Being a By-Law to authorize the Mayor and CAO to execute a Lease Agreement with Christopher Olmstead.

WHEREAS pursuant to the Municipal Act, R.S.O. 1990 Chapter M.45, as amended, a Council may enter into agreements;

AND FURTHER that the Municipal Council for the Township of Whitewater Region deem it necessary to enter into an agreement with the Christopher Olmstead regarding the execution of a Lease Agreement for the facilities known as Foresters Falls Road Park n Ride as shown on Schedule "A" to this bylaw.

THEREFORE the Council of the Corporation of the Township of Whitewater Region enacts that:

1. The Mayor and the CAO are hereby authorized to execute this Lease Agreement between the Christopher Olmstead and the Township of Whitewater Region as in Schedule "A" attached hereto.

READ a First, Second and finally passed on the Third Reading this 1st day of August, 2012



MAYOR



CAO/CLERK

"SCHEDULE "A"

THIS LEASE AGREEMENT made this 1st day of August, 2012.

BETWEEN

CHRISTOPHER OLMSTEAD
(Hereinafter referred to as the "LESSOR") OF THE FIRST PART

-and-

THE MUNICIPAL CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION
(Hereinafter referred to as the "LESSEE") OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the LESSEE, the LESSOR doth demise and lease unto the LESSEE:

ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Township of Whitewater, County of Renfrew, and Province of Ontario, and being composed of approximately 46.41 acres of land in Part Lots 7 and 8 Concession 2, Ross as in R247991, S/T Part 1, 49R14620 as in LT25159 Cobden, County of Renfrew, 57222-0018, all shown on the sketch attached hereto and marked as Schedule "A" to this Agreement

TO HAVE AND TO HOLD the said demised lands for and during a term of five (5) years, to be computed from the 1st of June, 2012, and from thence forth ensuing and to be fully completed and ended on the 31st of May, 2017.

YIELDING AND PAYING therefore yearly and every year during the said term hereby granted unto the said LESSOR, the sum of two thousand four hundred dollars (\$2400.00) per annum, payable at par annually on the 1st day of June each in advance, the first payment to be made the 1st day of June 2012.

1. The LESSEE agrees to pay rent.
2. The LESSOR shall have continued use of the lot to dump clean fill.
3. The LESSEE shall continue to place Whitewater Region signs in accordance with the LESSOR requirements
4. The LESSEE shall agree to a five (5) year term with option to renew at a rent to be negotiated.
5. The LESSEE agrees to pay all municipal taxes, local improvements and business taxes (if any) assessed against the premises by reason of its occupancy of the lands hereby demised.
6. The LESSEE shall maintain the parking area by the addition of gravel and of grading and

otherwise as may be required from time to time.

7. The parties agree that in the event that the subject lands are no longer used for the purposes of a Park n Ride/ Car Pool Parking, this Lease shall be at an end and all rights created by this Lease shall cease and the LESSOR shall have possession of the lands free from the Lease.
8. The parties agree that the LESSEE may not sublet the subject lands without the consent of the LESSOR.
9. The lands shall not be used for purposes other than those of a Park n Ride/Car Pool Parking for activities in the Township and the billboard sign shall continue to be titled "Whitewater Country" until changed with the agreement of the LESSOR and LESSEE.
10. At the termination of this Lease, all structures and improvements on the demised lands shall revert to and become the property of the LESSOR.
11. The LESSEE shall obtain and keep in force, through the term of this Lease, public liability and property damage insurance in the amount of \$2,000,000, providing adequate coverage against loss or damage resulting from bodily injury or death and loss or damage to property which policy shall name the LESSOR as additional insured and will protect him from any claim arising out of loss, death or injury to persons or property on the premises.
12. THIS AGREEMENT shall be binding on the parties, their heirs, administrators, successors and assigns.
13. Both Parties shall access to terminating the lease in whole or in part with 90 days notice.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)

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CHRISTOPHER OLMSTEAD

 
THE MUNICIPAL CORPORATION OF THE
TOWNSHIP OF WHITEWATER REGION

Legend

County Road
Highway Number



Depending on the number of layers visible not all may be shown in the legend.

Notes

Enter Map Description

This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation. The County of Renfrew shall not be liable in any way for the use of, or reliance upon, this map or any information on this map.

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