

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

BY-LAW NUMBER 2018- 65

**“A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE AN
AMENDMENT TO LEASE AGREEMENT FOR PORT OF JOHNSTOWN
PROPERTY”**

WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, Sections 8 and 9 gives the municipality the authority to govern its affairs as it considers appropriate;

AND WHEREAS residential tenancies were assigned to the Corporation of the Township of Edwardsburgh Cardinal by the Canada Ports Corporation on October 12, 2000;

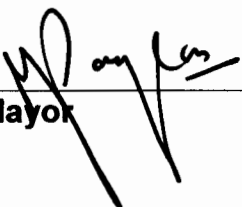
AND WHEREAS Municipal Council deems it desirable to enter into an amendment to lease agreement with the occupants;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh Cardinal enacts as follows:

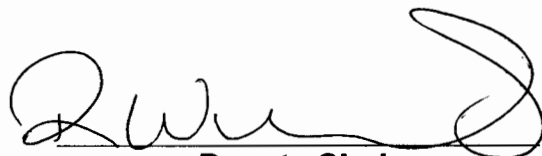
1. That the Mayor and Clerk are hereby authorized to execute such documents as are necessary to affect the amendment to lease agreement for Port Property Number P-29.
2. That the amendment to lease agreement attached hereto as Schedule “A” shall form part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 24th day of September, 2018.

Read a third and final time, passed, signed and sealed in open Council this 24th day of September, 2018.



Mayor



Deputy Clerk

THIS AGREEMENT made this 1st day of October, 2018

BETWEEN:

**PORT OF JOHNSTOWN – THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL/THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

(Hereinafter called the "**Landlord**")

OF THE FIRST PART

AND:

WILLIAM UPPER

(Hereinafter called the "**Tenant**")

OF THE SECOND PART

AMENDMENT TO LEASE

WHEREAS pursuant to a lease dated November 11, 2014 (the "**Lease**"), the Landlord leased to the Tenant certain premises (the "**Leased Premises**") known as Port Property P-29 situated in and forming part of the Township of Edwardsburgh/Cardinal for a term to expire on the 30th day of September 2034;

AND WHEREAS the parties wish to amend the terms of the Lease on the terms and conditions contained herein;

NOW THIS AGREEMENT WITNESSETH as follows:

1. Effective on October 1, 2018 that Ms. Valda Jean Blundell be added as a tenant.
- 2.. Effective on October 1, 2018, Section 3.0 of the Lease is hereby amended as follows:

“The term (the "**Term**") of this Lease shall be twenty (20) years, beginning on the 1st day of October 1, 2014 and ending on the 30th day of September, 2034. Notwithstanding anything else contained herein, upon the expiration of the Term (as same may be extended), the Tenant waives any and all rights or claims whatsoever as against the Port or the Township for any increased value of the Rented Premises and the Tenant shall execute a release in favour of the Port and the Township upon expiration of the Term (as same may be extended)”.
3. Effective on October 1, 2018, Section 7.0 of the Lease is hereby amended by adding the following sentence immediately after the word “dictate” and immediately before the “.”:

“, including without limitation the execution of the release scheduled to this Amending Agreement”.
4. Effective on October 1, 2018, Section 14.0 of the Lease is hereby amended by deleting:

“When the Term of this Tenancy Agreement expires, and in the absence of a subsequent written renewal agreement, this Tenancy Agreement shall be deemed to be renewed as a monthly tenancy pursuant to s. 38 of the Act or any successor Act, on the same terms and conditions as this Tenancy

Agreement except:"

and replacing the deleted provision with:

"In the event that the parties agree to renew the Lease at the expiration of the Term and in the absence of a written renewal agreement in respect of such renewal, this Tenancy Agreement shall be deemed to be renewed as a monthly tenancy pursuant to s. 38 of the Act or any successor Act, on the same terms and conditions as this Tenancy Agreement except:"

SAVE AND EXCEPT as set out herein all other terms and conditions of the Lease shall remain unchanged.

ALL CAPITALIZED terms used herein and not otherwise defined herein shall have the same meaning as in the Lease.

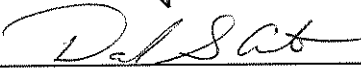
IN THE EVENT of a conflict between any of the terms of this Agreement and the Lease, this Agreement shall prevail.


THE COVENANTS AND agreement herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators and successors and assigns of the parties hereto respectively, except where otherwise hereinbefore expressed, excepted or provided.

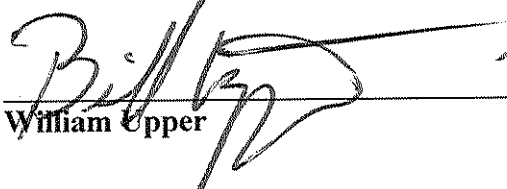
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

PORT OF JOHNSTOWN - THE
CORPORATION OF THE TOWNSHIP OF
EDWARDSBURGH/CARDINAL - THE
TOWNSHIP OF
EDWARDSBURGH/CARDINAL

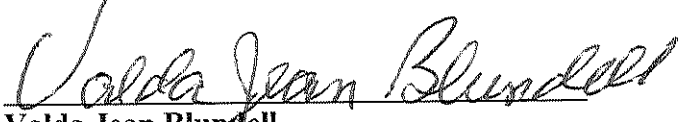
Per: 
Name:
Title: Mayor

Per: 
Name:
Title: CAO/Clerk


Witness


William Upper


Witness


Valda Jean Blundell

SCHEDULE 1 to AMENDMENT TO LEASE: RELEASE

All defined terms herein bear the same meaning as set out in the preceding *Amendment to Lease* and the *Tenancy Agreement* now in force between the Port and the Tenant.

IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) OF LAWFUL MONEY OF CANADA NOW PAID BY THE PORT TO THE TENANT (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED), AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, INCLUDING, BUT NOT LIMITED TO THE EXECUTION BY THE PORT AND THE TENANT OF AN AMENDMENT TO LEASE OF THE PORT'S LANDS, (THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED) THE TENANT, ITS HEIRS, ADMINISTRATORS, EXECUTORS, ASSIGNS, SUCCESSORS AND ON BEHALF OF ANY PARTY OR PARTIES WHO CLAIM A RIGHT OR INTEREST THROUGH THE TENANT, JOINTLY AND SEVERALLY REMISE, RELEASE AND FOREVER DISCHARGE THE PORT FROM ALL ACTIONS, CAUSES OF ACTION, SUITS, DEBTS, DUTIES, ACCOUNTS, BONDS, COVENANTS, CONTRACTS, CLAIMS AND DEMANDS WHATSOEVER WHICH THE TENANT HAS OR HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE PORT BY REASON OF THE EXPIRY OF THE TENANT'S LEASE TERM WITH THE PORT, AND/OR ANY INJURIES, LOSSES AND DAMAGES RELATED DIRECTLY OR INDIRECTLY TO THE CONSTRUCTION, ALTERATION, RENOVATION AND/OR AMENDMENT TO ANY STRUCTURES, WHETHER NEW OR EXISTING, ON THE RENTED PREMISES.

The Tenant agrees not to make any claim against any person who might claim, in any manner or forum, contribution and indemnity in common law or in equity, or under the provisions of any statute or regulation, including the *Negligence Act*, and the amendments thereto and/or under any successor legislation thereof, from the Port discharged by this Release, in connection with the matters outlined above. **IT IS UNDERSTOOD** that if the Tenants commences such an action, or takes such proceedings, and the Port is added to such proceeding in any manner whatsoever, whether justified in law or not, the Tenant commencing the action will immediately discontinue the proceedings and/or claims, and will be liable to the Port for the legal costs incurred in any such proceeding, on a solicitor and his own client scale.

THIS RELEASE shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by either the Tenant with respect to the matters covered by this Release. This Release may be pleaded in the event any such claim, action, complaint or proceeding is brought as a complete defence and reply, and may be relied upon in any proceeding on a summary basis and no objection will be raised by the Tenant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, the Tenant declares that the intent of this Release is to conclude all issues arising from the matters set forth above and it is understood and agreed that this Release is intended to cover, and does cover, not only all known injuries, losses and damages, but also injuries, losses and damages not now known anticipated but which may alter develop or be discovered, including all the effects and consequences thereof.

NOTWITHSTANDING ANY OF THE FOREGOING, the parties agree that the terms of this Full and Final Mutual Release shall not extend to and shall not include a release of any obligations of either the Tenant or the Port, individually or collectively arising from and pursuant to the terms of the Tenancy Agreement now in force between them, and as that agreement is modified by the Amendment to Lease now entered into between them.

AND FOR THE SAID CONSIDERATION, the Tenant hereby represents and warrants that it has not assigned to any person, firm, or corporation any of the actions, causes of action, claims, debts, suits or demands of any nature or kind covered by this Release.

AND IT IS HEREBY DECLARED that the terms of this Release are fully understood,

that the consideration stated herein is the sole consideration for this Release and that the said payment, or promise of payment, is accepted voluntarily for the purpose of making full and final compromise of settlement of all claims and proceedings against the Port, now or hereafter brought, for damages, loss or injury resulting from the matters set forth above.

The provisions hereof shall enure to the benefit of the agents, employees, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto affixed their hands and seals this ____ day of _____, 20 ____.

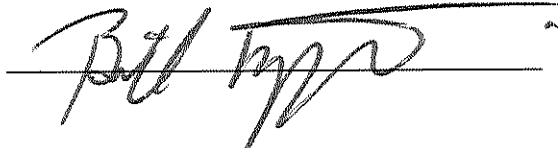
SIGNED, SEALED AND DELIVERED in the presence of

The Port of Johnston – the Corporation of
the Township of Edwardsburgh/Cardinal
– The Township of
Edwardsburgh/Cardinal

Per: _____

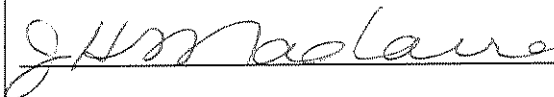
I have the authority to bind the
municipality

Tenant Signature:



Tenant's Name: William Upper

Witness Signature



Tenant Signature:



Tenant's Name: Valda Jean Blundell

Witness Signature

