

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

BY-LAW NO. 2016-03

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK
TO EXECUTE A LEASE AGREEMENT WITH THE
UNITED COUNTIES OF LEEDS AND GRENVILLE"**

WHEREAS: The Council of the Corporation of the Township of Edwardsburgh Cardinal is the owner of the lands known municipally as 1033 Highway 16, Johnstown;

AND WHEREAS: The United Counties of Leeds and Grenville has requested a long-term lease agreement with the Township of Edwardsburgh Cardinal with respect to the aforementioned lands;

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 a Lease Agreement with the United Counties of Leeds and Grenville;
2. That this 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 immediately upon passing.

Read a first and second time in open Council this 25th day of January, 2016.

Read a third and final time, passed, signed and sealed in open Council this 25th day of January, 2016.

Mayor

Clerk

THIS LEASE made the 25th day of January, 2016

BETWEEN:

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

(the "Landlord")

- AND -

**THE CORPORATION OF THE UNITED COUNTIES OF
LEEDS AND GRENVILLE**

(the "Tenant")

RECITALS:

1. The purpose of this Lease is to enter into a long-term agreement between the Landlord and the Tenant, on a net-net-net lease basis,
2. Without limiting the term "net-net-net", it is intended that the Landlord recover all of its capital costs for acquiring of the subject property as well as all repairs, maintenance and capital repairs and improvements during the course of the Lease.
3. It is intended to that the Tenant enjoy unfettered usage of the entire land base covered by this Lease on a permanent basis during the term of this Lease.

IN CONSIDERATION of the rents, covenants and obligations stipulated herein, the Landlord and the Tenant have agreed to enter into a Lease for lands owned by the Landlord and further described in Schedule "A" attached hereto. The lands and buildings which shall be leased by the Tenant are hereby specifically described on the sketch attached hereto as Schedule "B" (hereinafter referred to as the "Premises").

1. GRANT OF LEASE

- (1) The Premises shall be defined as the lands and buildings located within the area marked as "South Grenville Paramedic Station" on the sketch attached hereto as Schedule "B".
- (2) The Landlord leases the Premises to the Tenant:
 - (a) at the Rent set forth in Section 2;
 - (b) for a Term set forth in Section 3; and
 - (c) subject to the conditions and in accordance with the covenants, obligations and agreements herein.
- (3) The Landlord covenants that it has the right to grant the leasehold interest in the Premises free from encumbrances except as disclosed on title.

2. RENT

- (1) "Rent" means the amounts payable by the Tenant to the Landlord pursuant to this Section.
- (2) The Tenant covenants to pay to the Landlord, during the Term of this Lease, rent as follows:
 - (a) Commencing on February 1, 2016 the annual rent shall be \$54,000 plus applicable taxes.

The annual rent shall be payable in equal monthly installments. The rent shall be based upon the costs of purchase, capital improvements, future capital improvements and repairs, maintenance and leasehold improvements made to the said premises.

- (3) The rental payments are not to be considered as a deposit or partial payment of any purchase price which may be agreed to at some point by the Landlord and Tenant.
- (4) The Tenant further covenants to pay all other sums required by this Lease to be paid by it and agrees that all such other amounts payable by the Tenant to the Landlord or to any other party pursuant to the provisions of this Lease shall be deemed to be additional rent ("Additional Rent") whether or not specifically designated as such in this Lease.
- (5) The Landlord and the Tenant agree that it is their mutual intention that the Tenant shall be responsible for all the costs and expenses of the Premises:
 - (a) without limiting the above, and to effect the said intention of the parties, the Tenant shall be responsible for and pay the following expenses related to the Premises:
 - i) business taxes and license fees, if applicable;
 - ii) property taxes and local or provincial rates, duties and assessments, if applicable;
 - iii) sales tax, excise tax and any other taxes imposed on the Landlord respecting the premises or rents paid by the Tenant;
 - iv) business interruption insurance, public liability, and fire insurance; and
 - v) all operating and utility costs related to the operations of the premises; and
 - (b) all such foregoing charges shall be invoiced directly to the Tenant or where the obligation is incurred by the Landlord, invoiced to the Landlord and then by the Landlord to the Tenant, whereupon the Tenant shall pay

same as and when they become due; and

- (c) the Tenant covenants to indemnify and protect the Landlord from any liability accruing to the Landlord in respect of the costs and expenses payable by the Tenant as provided for herein.
- (6) All payments to be made by the Tenant to the Landlord pursuant to this Lease shall be delivered by electronic payment to the Landlord or in such other manner as the Landlord may from time to time direct in writing.
- (7) All Rent in arrears and all Additional Rent shall bear interest from the date payment was due from the Tenant or, if applicable, from the date thirty (30) days following the Tenant's receipt of an invoice from the Landlord at a rate per annum equal to the prime commercial lending rate of the Royal Bank of Canada plus one (1) per cent.
- (8) Payments of Rent provided for in this Lease shall be made without any deduction for any reason whatsoever unless expressly allowed by the terms of this Lease or following the giving of notice to the Landlord by the Tenant for the reasons therefore, agreed to by the Landlord in writing. No partial payment by the Tenant which is accepted by the Landlord shall be considered as other than a partial payment on account of Rent owing and shall not prejudice the Landlord's right to recover any Rent owing.

3. TERM

- (1) The Tenant shall have possession of the Premises for a period of twenty (20) years, commencing on the 1st day of 2016 and ending on the 31st day of January, 2036 (the "Term").
- (2) Subject to the Landlord's rights under this Lease, the Landlord covenants that the Tenant shall have quiet enjoyment of the Premises during the Term of this Lease without any unreasonable interruption or unreasonable disturbance from the Landlord or any other person or persons lawfully claiming through the Landlord.

4. OPTION TO RENEW

Provided the Tenant is not then in default and that the Landlord has not exercised its rights pursuant to Paragraph 5(1) herein, the Tenant shall have the right, on written notice given to the Landlord not less than twelve (12) months prior to the expiration of the Term, to renew this Lease for one additional term of ten (10) years (the "Renewal Term"). The Renewal Term shall be on the same terms and conditions as contained in this Lease, save and except that

- (a) there shall be no further rights of renewal; and
- (b) Rent for the renewal term shall be negotiated based on current commercial real estate rates based on local market values.
- (c) Market Rent means, at any given time, the then current market rental rate as indicated by market comparables, being leases and offerings, with comparable terms (including, without limitation,

the length of the term and the frequency of adjustments in rent, if any) entered into at arm's length with comparable tenants for similar premises of comparable size, effective age, quality and use in comparable buildings in the vicinity in which the building is located (Eastern Ontario excluding Ottawa), taking into account the incidence of tenant inducements and allowances or initial rent-free or reduced rent periods then prevailing in the relevant market areas, and making the necessary adjustments for any differences"

5. TERMINATION OF LEASE

- (1) Notwithstanding the Tenant's right to renew under Paragraph 3(3) of this Lease, not less than twenty-four (24) months prior to the end of the Term, the Landlord shall advise the Tenant if it desires to terminate the lease agreement without a renewal. The Landlord's exercise of such termination option shall require a resolution by the Council for the Landlord. Should the Landlord exercise such termination option, the Tenant will have the remaining period of such term, to vacate the Premises in accordance with the provisions of this Agreement.
- (2) The Tenant acknowledges that the Landlord may terminate this Lease at any time on twenty-four (24) months' written notice to the Tenant in its sole discretion. Should the Landlord exercise this clause, this Lease shall become null and void upon the termination date save and except any clauses that may survive the terms of this Lease agreement.
- (3) At the end of the Term, or upon the early termination of the Lease as provided herein, all fixtures, buildings and improvements shall remain the property of the Landlord.
- (4) Notwithstanding Clause 5(3) above, the Tenant may remove all moveable, temporary structures at the end of the Lease, or upon the early termination of the Lease as provided herein.

6. ASSIGNMENT

- (1) The Tenant expressly covenants that this Lease shall not be assigned, mortgaged, encumbered, or sublet, nor shall the Tenant use or permit the Premises or any part thereof to be used or occupied by any other individual, corporation or other entity without the express written consent of the Landlord, which consent shall be not unreasonably withheld.
- (2) If the paramedic service is transferred to a new entity, the Tenant may, with the express written consent of the Landlord, which consent shall be not unreasonably withheld, assign the remainder of this Lease to the new entity, who shall assume all rights, obligations, terms and conditions of this Lease and who shall sign an assumption agreement accepting the terms of this Lease as if it were the original Tenant

7. USE

- (1) The Premises shall be used as a paramedic station, which shall be a station for ambulances owned and operated by the Tenant, as well as staffing, storage of material and supplies and other resources required to carry out the Tenants' responsibilities delivering paramedic services in Leeds and Grenville. Such uses shall include any activity relating to the delivery of paramedic services.
- (2) Notwithstanding Paragraph 7(1) of this Lease, the Tenant may use the Premises for another use, in part or entirely, subject to the Landlord's approval, which approval shall not be reasonably withheld.
- (3) The Tenant shall not do or permit to be done at the Premises anything which may:
 - (a) constitute a nuisance;
 - (b) cause damage to the Premises;
 - (c) cause injury or annoyance to occupants of neighbouring premises;
 - (d) make void or voidable any insurance upon the Premises;
 - (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.
- (3) The Tenant may take reasonable actions to secure the Tenant's assets by limiting access to the property.

8. REPAIR AND MAINTENANCE

- (1) The Landlord covenants that the Landlord shall keep the Premises in good condition and shall, within a reasonable delay, make necessary repairs and all necessary replacements as would a prudent owner and shall be responsible for damage caused by fire, lightning, storm or vandalism.
- (2) If the Tenant requests in writing that the Landlord conduct specific repairs on the Premises, the Landlord shall conduct such repairs unless the Landlord determines, acting reasonably, that the repairs are unnecessary to the Use by the Tenant of the Premises under this Lease.
- (3) The Tenant covenants that the Tenant shall pay the costs of all maintenance and repairs of the Premises carried out by the Landlord forthwith upon receiving an invoice for any such maintenance or repair from the Landlord.
- (4) The Tenant agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions, alterations or improvements to the Premises requested by the Tenant or in connection with any other activity of or requested by the Tenant, within fifteen (15) days of receiving such notice in writing by the Landlord.
- (5) The Tenant shall permit the Landlord or a person authorized by the Landlord to enter the Premises to examine the condition thereof and view the state of repair at

reasonable times.

- (6) The Premises are at all times subject to the exclusive control and management of the Landlord with respect to maintenance, repair or construction. Without limiting the generality of the foregoing, the Landlord has the right to obstruct or close off all or any part of the Premises for the purpose of maintenance, repair or construction to be completed within a reasonable delay, providing that it does not unreasonably impede the Tenant's requirements to deliver paramedic services.
- (7) Upon the expiry of the Term or other termination of this Lease the Tenant agrees to peaceably surrender the Premises, including any alterations or additions made thereto, to the Landlord in a state of good repair, reasonable wear and tear and damage by fire, lightning and storm only excepted.
- (8) The Tenant shall immediately give written notice to the Landlord of any damage that occurs to the Premises from any cause.
- (9) The Tenant agrees during its tenancy to reimburse the Landlord on the basis of the Landlord's capital costs of future capital improvements/upgrades/replacements. This sharing of the capital costs is to be built into and included in the current base rent calculated on the annual amortization of the useful life of the capital improvement.

9. LANDLORD'S RIGHT TO ENTER PREMISES

- (1) It shall not be a re-entry or a breach of quiet enjoyment if the Landlord or its authorized representatives enter the Premises at reasonable times to:
 - (a) examine them;
 - (b) conduct permitted or required repairs, maintenance, alterations, improvements or additions to the Premises or adjacent property; or
 - (c) excavate land adjacent or subjacent to the Premises.

In such cases (to the extent reasonably possible in the circumstances) without unreasonably interfering with the Tenant's use of the Premises, the Landlord may take material into and onto the Premises for those purposes. Rent will not abate or be reduced while such work, repairs, maintenance, alterations, improvements or additions are being conducted. The Landlord will take reasonable steps to minimize any interruption of business resulting from any entry. Any material taken into or onto the Premises shall be on a temporary basis and shall not unreasonably impact the tenant's present and future operations.

10. ALTERATIONS AND ADDITIONS

- (1) The Tenant shall not be permitted to carry out any renovations, alterations or additions to the Premises.
- (2) If the Tenant requests in writing that the Landlord conduct specific reasonable alterations or additions on the Premises, the Landlord shall conduct such

alterations or additions.

- (3) The Tenant covenants that the Tenant shall pay the costs of all alterations of and additions to the Premises carried out by the Landlord forthwith upon receiving an invoice for any such alteration or addition from the Landlord.
- (4) The Tenant may ask the Landlord to erect appropriate signage on the building or a stand-alone sign. The Tenant shall be responsible for all approvals and costs associated with any such signage.
- (5) The Tenant covenants, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the Landlord's property in connection with any additions, alterations or improvements to the Premises requested or made by the Tenant or in connection with any other activity of or requested by the Tenant, within fifteen (15) days of receiving such notice in writing by the Landlord.
- (6) If the Tenant has complied with its obligations according to the provisions of this Lease, the Tenant may, with Landlord's permission, which shall not be unreasonably withheld, remove fixtures which the Tenant has installed or caused or requested to be installed at the end of the Term or other termination of this Lease and the Tenant covenants that it will make good and repair or replace as necessary any damage caused to the Premises by such removal..
- (7) If the Tenant has made any additions or improvements without prior approval of the Landlord, the Tenant shall, at its own expense, if requested by the Landlord, remove any or all additions or improvements made by the Tenant to the Premises during the Term or during the Renewal Term and shall repair all damage caused by the installation or the removal or both.
- (8) The Tenant shall not bring onto the Premises or any part of the Premises any machinery, equipment or any other thing that might in the reasonable opinion of the Landlord, by reason of its weight, size or use, damage the Premises or any building or structure situated thereon. The Tenant shall not overload the floors of any building or structure within the Premises and if any such damage is caused, the Tenant shall restore the Premises immediately or pay to the Landlord the cost of restoring the Premises.

11. INSURANCE

- (1) The Tenant covenants to keep the Landlord indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the Premises or the subletting or assignment of same or any part thereof. The Tenant further covenants to indemnify the Landlord with respect to any encumbrance on or damage to the Premises occasioned by or arising from the act, default, or negligence of the Tenant, its officers, agents, servants, employees, contractors, customers, invitees or licensees. The Tenant agrees that the foregoing indemnity shall survive the termination of this Lease notwithstanding any provisions of this Lease to the contrary.
- (2) The Tenant shall carry insurance in its own name insuring against the risk of

damage to the Tenant's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement cost basis to protect the Tenant's stock-in-trade, equipment, Trade Fixtures, decorations and improvements.

- (3) The Tenant covenants that, throughout the term of the Lease, it shall take out and maintain at its sole cost and expense and in the names of the Tenant and the Landlord (and the Landlord's mortgagee or any other party, if required by the Landlord) as their respective interests may appear such insurance coverage on the Premises as shall be stipulated in this Agreement, including without limiting the generality of the foregoing, all risks insurance, business interruption insurance (which insurance shall fully indemnify the Landlord for loss of rental income if there was damage or destruction by fire or other peril and the Tenant has surrendered the tenancy), and public liability and property damage insurance written on a comprehensive basis within inclusive limits of not less than five million dollars (\$5,000,000.00) or such higher limits as the Landlord or the mortgagee may reasonably require, based on current insurance market policies and conditions. The Tenant shall deposit certificates of all such insurance coverage with the Landlord prior to the Tenant taking possession of the Premises and any time thereafter upon request.
- (4) Each of the Landlord and the Tenant releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to occurrences insured against or required to be insured against by the releasing party, whether any such claims arise as a result of the negligence or otherwise of the other or those for whom it is in law responsible, subject to the following:
 - (a) such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party or proceeds which would have been received if the releasing party had obtained all insurance required to be obtained by it under this Lease (whichever is greater) and, for this purpose, deductible amounts under the Tenant's insurance (but not the Landlord's) shall be deemed to be proceeds of insurance received; and
 - (b) to the extent that both parties have insurance or are required to have insurance for any occurrence, the Tenant's insurance shall be primary.
- (5) Notwithstanding the foregoing or anything else herein contained, in no event, whether or not the result of the wilful act or the negligence of the Landlord, its agents, officers, employees or others for whom it is legally responsible, and irrespective of any insurance that may or may not be carried or required to be carried, shall the Landlord be liable for:
 - (a) damage to property of the Tenant or others located on the Premises;
 - (b) any injury or damage to persons or property resulting from fire, explosion, steam, water, rain, snow or gas which may leak into or issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter;
 - (c) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring; or
 - (d) any indirect or consequential damages suffered by the Tenant

12. DAMAGE TO THE PREMISES

- (1) If the Premises are damaged or destroyed, in whole or in part, by fire or other

peril, then the following provisions shall apply:

- (a) if the damage or destruction renders the Premises unfit for occupancy and impossible to repair or rebuild using reasonable diligence within twelve (12) months from the happening of such damage or destruction, then the tenancy hereby granted shall cease from the date the damage or destruction occurred, and the Tenant may immediately surrender the remainder of the Term and give possession of the Premises to the Landlord, and the Rent from the time of the surrender shall abate;
 - (b) if the Premises can with reasonable diligence be repaired and rendered fit for occupancy within twelve (12) months from the happening of the damage or destruction, but the damage renders the Premises wholly unfit for occupancy, then the Rent hereby reserved shall not accrue after the day that such damage occurred, or while the process of repair is going on, and the Landlord shall repair the Premises with all reasonable speed, and the Tenant's obligation to pay Rent shall resume immediately after the necessary repairs have been completed;
 - (c) if the Premises can be repaired within twelve (12) months as aforesaid, but the damage is such that the Premises are capable of being partially used, then until such damage has been repaired, the Tenant shall continue in possession and the Rent shall abate proportionately.
- (2) Any question as to the degree of damage or destruction or the period of time required to repair or rebuild shall be determined by a qualified professional retained by the Landlord.

13. ACTS OF DEFAULT AND LANDLORD'S REMEDIES

- (1) An Act of Default has occurred when:
- (a) the Tenant has failed to pay all amounts owing for Rent for a period of fifteen (15) consecutive days, regardless of whether demand for payment has been made or not;
 - (b) the Tenant has breached its covenants or failed to perform any of its obligations under this Lease, and;
 - i) the Landlord has given notice specifying the nature of the default and the steps required to correct it; and
 - ii) the Tenant has failed to correct the default as required by the notice within a reasonable time;
 - (c) the Tenant has committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the Landlord's property and which lien has not been vacated;
 - (d) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Premises, or by reason of non-payment of premiums; or
 - (e) the Premises become vacant or remain unoccupied for a period of thirty

(30) consecutive days.

- (2) When an Act of Default on the part of the Tenant has occurred, the Landlord shall have the right to terminate this Lease and to re-enter the Premises and deal with them as the Landlord may choose.
- (3) The Tenant covenants that notwithstanding any present or future Act of the Legislature of the Province of Ontario, the personal property of the Tenant during the Term shall not be exempt from levy by distress for Rent in arrears, and the Tenant acknowledges that it is upon the express understanding that there should be no such exemption that this Lease is entered into, and by executing this Lease:
 - (a) the Tenant waives the benefit of any such legislative provisions which might otherwise be available to the Tenant in the absence of this agreement; and
 - (b) the Tenant agrees that the Landlord may plead this covenant as an estoppel against the Tenant if an action is brought to test the Landlord's right to levy distress against the Tenant's property.
- (4) If, when an Act of Default has occurred, the Landlord chooses not to terminate the Lease and re-enter the Premises, the Landlord shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Tenant and to charge the costs of such rectification to the Tenant and to recover the costs as Rent.
- (5) If, when an Act of Default has occurred, the Landlord chooses to waive its right to exercise the remedies available to them under this Lease or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the Landlord to prevent their exercising their remedies with respect to a subsequent Act of Default. No covenant, term, or condition of this Lease shall be deemed to have been waived by the Landlord unless the waiver is in writing and signed by the Landlord.
- (6) When an Act of Default has occurred and the Landlord chooses to terminate the Lease, the balance of Rent for the remainder of the Term shall immediately become due and payable in full.

14. OVERHOLDING

If the Tenant remains in possession of the Premises after termination of this Lease as aforesaid and if the Landlord then accepts rent for the Premises from the Tenant, it is agreed that such overholding by the Tenant and acceptance of Rent by the Landlord shall create a monthly tenancy only, but the tenancy shall remain subject to all the terms and conditions of this Lease except those regarding the Term.

15. ACKNOWLEDGEMENT BY TENANT

The Tenant agrees that it will at any time or times during the Term or any Renewal Terms, upon being given at least forty-eight (48) hours' prior written notice, execute and deliver to the Landlord a statement in writing certifying:

- (a) that this Lease is unmodified and is in full force and effect (or, if modified, stating the modifications and confirming that the Lease is in full force and

effect as modified);

- (b) the amount of Rent being paid;
- (c) the dates to which Rent has been paid;
- (d) other charges payable under this Lease which have been paid; and
- (e) particulars of any prepayment of Rent or security deposits.

16. SUBORDINATION AND POSTPONEMENT

- (1) This Lease and all the rights of the Tenant under this Lease are subject and subordinate to any and all charges against the land, buildings or improvements of which the Premises form part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from the financing or re-financing, including extensions or renewals, of the Landlord's interest in the property.
- (2) Upon the request of the Landlord, the Tenant will execute any form required to subordinate this Lease and the Tenant's rights to any such charge, and will, if required, attorn to the holder of the charge.
- (3) No subordination by the Tenant shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Premises by the Tenant as long as the Tenant performs its obligations under this Lease.

17. NOTICE

- (1) Any notice required or permitted to be given by one party to the other pursuant to the terms of this Lease may be given

To the Landlord at:

Township of Edwardsburgh/Cardinal
P.O. Box 129
18 Centre St.
Spencerville, ON K0E 1X0

To the Tenant at:

United Counties of Leeds and Grenville
25 Central Ave W.
Unit 100
Brockville, ON K6V 4N6

- (2) The above addresses may be changed at any time by giving ten (10) days' written notice.

- 1. Any notice given by one party to the other in accordance with the provisions of this Lease shall be deemed conclusively to have been received on the date delivered if the notice is served personally or electronically, or seventy-two (72) hours after mailing if the notice is mailed.

18. REGISTRATION

The Tenant or Landlord may at any time register notice of or a copy of this Lease on title to the property of which the Premises form part with the written consent of the other Party.

19. DISPUTE RESOLUTION

If a dispute arises between the parties relating to any matter in this Agreement, the parties agree to resolve the dispute in strict compliance with the following procedures:

- (a) To meet within a period of two (2) weeks from the date a notice of dispute shall be filed by either party, each party to be in attendance represented by legal counsel, to participate in good faith in negotiating a resolution of the dispute.
- (b) To negotiate in good faith, personally and through counsel, for a period of thirty (30) days after the meeting.
- (c) If, within the thirty (30) day period after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, to submit the dispute to arbitration.
- (d) The parties shall meet and attempt to appoint a single arbitrator. If they are unable to agree on a single arbitrator within fifteen (15) days, then either party may apply to a Justice of the Ontario Superior Court of Justice at Brockville.
- (e) Unless otherwise agreed upon and subject to any order of the appointed arbitrator which arbitrator has discretion to determine the process, the matter shall be settled by arbitration in accordance with the *Arbitrations Act*, 1991, of Ontario and in respect of such arbitration the following rules shall apply:
 - (i) The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, of law or of mixed fact and law.
 - (ii) The arbitration shall be heard in such location as the arbitrator shall determine.
 - (iii) Any arbitrator selected to act shall be qualified by education and training to pass upon the particular question in dispute.
 - (iv) The single arbitrator so chosen or so named shall proceed immediately to hear and determine the matter or matters in dispute. The decision of the arbitrator shall be made within forty-five (45) days after the commencement of the arbitration, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, if the single arbitrator fails to make a decision within sixty (60) days after his appointment, then any of the parties concerned may elect to have a new single arbitrator chosen by the order of any Justice of the Ontario Superior Court of Justice at Brockville.
 - (v) The decision of the single arbitrator shall be in writing and signed by the single arbitrator and the parties shall perform the terms and conditions thereof.
 - (vi) The compensation and expenses of the single arbitrator (unless otherwise determined by the arbitrator) shall be paid by all the parties concerned in the arbitration of the dispute.
 - (vii) None of the parties concerned shall be deemed to be in default of any matter being arbitrated until ten (10) days after the decision of the arbitrator is delivered to all of them.

Schedule "A"**LEGAL DESCRIPTION OF LANDS**

Firstly: Lot 6, south side of Fourth Street on Plan 6, Town Plot of Johnstown and Part of Lot 6, north side of Third Street, Town Plot of Johnstown, being Part 3 on Plan 15R-11427, being the whole of PIN# 68154-0644(LT)

Secondly: Part of Lot 6, north side of Fourth Street on Plan 6, Town Plot of Johnston, being Part 1 on Plan 15R-11427, being the whole of PIN# 68154-0648(LT)

