

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

BY-LAW NUMBER 2018-56

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTE THE
ASSIGNMENT AND CONSENT TO ASSIGNMENT OF A LEASE AGREEMENT
FOR PORT PROPERTY NUMBER P-37"**

WHEREAS various leases and lease extensions were assigned to the Corporation of the Township of Edwardsburgh Cardinal by The Canada Ports Corporation on October 12, 2000;

AND WHEREAS the leases provide that they shall not be assigned without the written consent of the assignee;

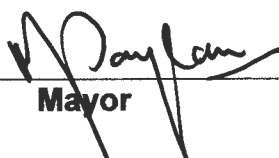
AND WHEREAS the lessee of a lease dated October 1, 2014 regarding premises known as Port Property Number P-37 has requested consent to an assignment of the said lease;

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

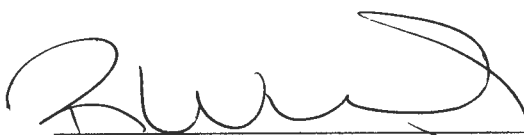
1. That the Mayor and Clerk are hereby authorized to execute such documents as are necessary to affect the assignment and consent to assignment of a lease agreement for Port Property Number P-37.
2. That this agreement attached hereto as Schedule "A" shall form part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first and second time in open Council this 27th day of August, 2018.

Read a third and final time, passed, signed and sealed in open Council this 27th day of August, 2018.



Mayor



D. Clerk

THIS ASSIGNMENT AND CONSENT TO ASSIGNMENT OF LEASE is made in triplicate as of the 29 day of August 2018 (the "Effective Date").

AMONG:

Yvonne Crich and John Franchi

(hereinafter called the "Assignor")

OF THE FIRST PART;

- and -

Joseph P. Francica and Susan L. Nielsen

(hereinafter called the "Assignee")

OF THE SECOND PART;

- and -

**The Corporation of the Township of
Edwardsburgh/Cardinal
(Port of Johnstown)**

(hereinafter called the "Lessor")

OF THE THIRD PART.

WHEREAS by a lease dated November 11, 2014 as amended by a lease amendment agreement effective August 28, 2018 (the "Lease"), the Lessor leased to **Yvonne Crich and John Franchi** the lands and premises known as 3307 Windmill Road, being Port Property Number **P-37**, all as more particularly described in the Lease (the "Demised Premises"), for a term of 20 years (the "Term"), commencing upon **October 1, 2014** and ending on **September 30, 2034**;

AND WHEREAS the Assignor has agreed to assign all of its rights, interest and title in the Lease to the Assignee, such assignment to be effective as of and from the Effective Date;

AND WHEREAS the Lessor has agreed to consent to the assignment of the Lease by the Assignor to the Assignee upon the terms and conditions as hereinafter provided;

NOW THEREFORE WITNESSETH that in consideration of the sum of two dollars (\$2.00) now paid by each party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

Section 1.0 Assignment

Section 1.1

The Assignor does hereby grant and assign unto the Assignee, as of and from the Effective Date, the Lease and all right, title and interest of the Assignor therein, including all of the Assignor's right, title and interest in and to the Demised Premises and all benefit and advantage to be derived therefrom, and all covenants, obligations and agreements in connection therewith, to have and to hold unto the Assignee, subject to the payment of the rent reserved thereunder and the observance and performance by the Assignee of the covenants, obligations and agreements contained in the Lease.

Section 1.2

The Assignor represents and warrants to the Assignee that:

- (i) A copy of the Lease has been given to the Assignee, and notwithstanding any act of the Assignor, the Lease is a good and valid and subsisting lease;
- (ii) Subject to the terms and conditions of the Lease, the Assignor has full right, power and authority to assign the Lease in the manner aforesaid;
- (iii) Subject to the Assignee paying rent under the Lease and performing and observing the Assignor's covenants, obligations and agreements contained in the Lease, the Assignee may enter into and upon and hold and enjoy the Demised Premises for the residue of the Term for its own use and benefit without any interruption of the Assignor or any other person whomsoever claiming by, through or under the Assignor; and

- (iv) The rent and all other amounts due or reserved under the Lease has been or will be duly paid by the Assignor up to the Effective Date and all of the Assignor's covenants, obligations and agreements set out therein have been or will be duly observed and performed by the Assignor up to the Effective Date.

Section 1.3

The Assignee covenants with the Assignor and the Lessor that during the residue of the Term, the Assignee shall pay the rent and all other amounts reserved under the Lease, when due, and observe and perform the Lessee's covenants, obligations and agreements therein reserved and contained, and hereby agrees to indemnify and save harmless the Assignor therefrom and from all claims, actions, causes of action, suits, costs, losses, charges, damages and expenses for or in respect thereof.

Section 2.0 Consent of Lessor

Section 2.1

The Assignee hereby covenants and agrees with the Lessor throughout the residue of the Term to observe, comply with and perform all terms, conditions and covenants of the tenant/lessee in the Lease, including, without limitation, the tenant's/lessee's obligation to pay the rent and all other amounts of every kind whatsoever reserved under the Lease, when same are due to be paid or performed pursuant to the terms of the Lease.

Section 2.2

The Assignor hereby covenants and agrees with the Lessor that it shall remain liable on all of the terms, conditions and covenants on the part of the tenant/lessee thereunder to be observed and performed under the Lease.

Section 2.3

The Lessor hereby consents to the assignment by the Assignor of the Lease to the Assignee on the condition that:

- (i) This consent shall not be deemed to authorize any further assignments or subletting or parting with or sharing possession of all or any part of the Demised Premises;
- (ii) This consent shall in no way effect or release the Assignor from its liabilities and responsibilities under the Lease and is being given without prejudice to the Lessor's rights and remedies under the Lease; and
- (iii) The Assignor and Assignee acknowledge and agree that the Lease sets forth all covenants, agreements, representations, conditions, warranties, understandings and expressions of intent (collectively "Representations") by the Lessor concerning the premises subject to the Lease; the Assignor and Assignee have not been induced to make this application, have not relied on, and hereby waive, any claim they may have against the Lessor and its directors, officers and employees, by reason of, any Representation not set forth in the Lease.

Section 2.4

The Lessor represents and warrants to the Assignee that to the best of its knowledge and belief (without having made any investigations or enquiries of any third parties) that as of the date of execution of this agreement, the Lease is in good standing.

Section 3.0 General

Section 3.1

It is hereby declared and agreed that these presents and everything herein contained shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns provided that the Lease shall only enure to the benefit of assigns of the Assignee permitted under the Lease.

Section 3.2

The terms of this Agreement may not be released to any third parties without the prior written consent of the Lessor.

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

ASSIGNOR:

Witnessed by

YVONNE CRICH

Sandra L. Fox
Signature

Yvonne Crich
Signature

SANDRA L FOX
Printed Name

Aug 29, 2018
Date

ASSIGNOR:

Witnessed by

JOHN FRANCHI

Sandra L. Fox
Signature

John Franchi
Signature

SANDRA L FOX
Printed Name

Aug 29/18
Date

ASSIGNEE:

Witnessed by

SUSAN L. NIELSEN

Sandra L. Fox
Signature

Susan L. Nielsen
Signature

SANDRA L FOX
Printed Name

Aug 29/18
Date

ASSIGNEE:

Witnessed by

JOSEPH P. FRANCICA

Sandra L Fox
Signature

SANDRA L Fox
Printed Name

Aug 29/18
Date

LESSOR:

[Signature]
Signature

**The Corporation of the Township of
Edwardsburgh/Cardinal
(Port of Johnstown)**

Per: [Signature]
Mayor

Per: [Signature]
CAO/Clerk