

The Corporation of the Municipality of South Huron

By-Law #77-2023

Being a By-law to authorize the execution of a Land Lease Agreement between the Corporation of the Municipality of South Huron and 2923 Huron Middlesex Royal Canadian Army Cadet Corp.

Whereas Section 5 of the *Municipal Act 2001, S.O. 2001*, as amended, provides that a municipal power shall be exercised by by-law unless the Municipality is specifically authorized to do otherwise; and

Whereas Section 9 of the *Municipal Act, 2001* grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

Whereas signing agreements is considered to be a natural person capacity, right, power or privilege; and

Whereas Council of The Corporation of the Municipality of South Huron deems it advisable and expedient to sign a Land lease Agreement with 2923 Huron Middlesex Royal Canadian Army Cadet Corp.;

Now therefore be it resolved that the Council of The Corporation of the Municipality of South Huron enacts as follows:

1. That the Mayor and Clerk are hereby authorized and directed to execute a Land Lease Agreement with 2923 Huron Middlesex Royal Canadian Army Cadet Corp for the Leasing of Lands owned by the Municipality of South Huron.
2. That the Land lease Agreement between the Municipality of South Huron and 2923 Huron Middlesex Royal Canadian Army Cadet Corp, identified as Schedule "A" and attached hereto, forms an integral part of this by-law and is hereby adopted.
3. That this By-Law shall come into force and take effect on its date of passing and replaces By-Law 56-2019.

Read a first and second time this 18th day of December 2023.

Read a third time and passed this 18th day of December 2023.

George Finch, Mayor

Alex Wolfe, Acting Clerk

Schedule "A" to By-Law #77-2023

Land Use

Agreement Between

**2923 Huron Middlesex Royal Canadian Army Cadet
Corp**

herein referred to as the "Lessee")

of the First Part

and

The Corporation of The Municipality of South Huron

(herein referred to as the "Municipality")

of the Second Part:

Whereas Section 9 of the Municipal Act, 2001 grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act; and

Whereas signing agreements is considered to be a natural person capacity, right, power or privilege; and

Whereas the subject lands to this agreement is known as at 71230 Ausable Line, Con S Bdy Pt Lot 6 shown as Schedule "A" to this Agreement and hereinafter referred to as the "Premises"; and

Whereas the Lessee desires to lease the subject lands for the purpose of field training exercises on the property and other purposes included in operating and maintaining an Army Cadets sponsored program for training and education purposes for cadet members aged 12 to 19 years of age; and

Whereas the Council of The Corporation of the Municipality of South Huron deems it advisable and expedient to enter into an agreement regarding the terms and conditions on which the Municipality agrees to permit the Lessee to occupy the Premises;

Now Therefore in consideration of the mutual covenants herein contained and the payment of the sum of two (\$2.00) dollars, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

The Lessee's Covenants:

- 1.1 The Lessee agrees to Lease from the Municipality those lands and/or premises of the Municipality as outlined in blue on Schedule 'A' attached hereto (the "Premises")
- 1.2 The Lessee agrees to lease the land for the term of ten (10) years to commence on January 1, 2024 until December 31, 2033.
- 1.3 The Lessee agrees to maintain the premises during the term of this Agreement. The Lessee agrees to use the premises for field training exercises, examples of which include improvised shelters, leadership skills, navigation using map compass/landmarks, night navigation, wilderness survival, etc.
- 1.4 The Lessee agrees to maintain the portable washroom and storage unit (sea-can) set on the premises at their own expense.
- 1.5 The Lessee will make a reasonable attempt to provide proper notice to the Municipality and Emergency Services when Premises are in use; and
- 1.6 In performing its responsibilities, the Lessee shall take care not to damage or destroy the lands, premises or personal property of the Municipality or within the vicinity. Should any damage occur, the Lessee shall, at its expense, repair or replace any of the Municipality's property damaged or destroyed by the Lessee.
- 1.7 The lessee agrees to insure against damage or destruction and shall maintain appropriate public liability and property damage insurance in the amount of \$5,000,000.00 covering the Lessee's operation on Premises.

- 1.8 The Lessee agrees to indemnify and hold the Municipality harmless from and against all liability that the Municipality maybe incur as a result of damage or destruction to property and injury or death to persons in any way caused by the installation of the Lessee located on the Premises, or due to the negligence of the Lessee or its contractors.
- 1.9 The Lessee shall be responsible for any and all costs for the restoration of the property to its original condition upon termination of this lease.
- 1.10 The Lessee agrees not to assign or sub-let without leave, nor will during the said term, assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned, transferred, set over or sub-let unto any person or persons whomsoever without the consent in writing of the lessor first had and obtained.

2.0 Municipality's Covenants:

- 2.1 The Municipality grants the Lessee permission to use the premises at the location agreed upon referred to in this lease as the "Premises".

3.0 Mutual Covenants:

- 3.1 This Agreement shall ensure to the benefit of and is binding upon each of the party's respective heirs, executors, administrators, successors and assigns.

4.0 Renewals:

- 4.1 The Municipality grants the Lessee the option renew the Agreement at the end of this term. The renewal shall be upon the same terms and conditions herein or as otherwise agreed to by the Municipality and the Lessee.

5.0 Notice:

5.1 Any notice or other communications provided shall be sufficiently given if personally served or sent by mail, electronic mail or facsimile and addressed to the Party to which it is intended as indicated below. Any Party may change its address or particulars for the purposes of receipt of any communications by giving 10 days prior written notice of such change to the other Party. Any notice of communication to be given hereunder, if delivered personally or by electronic mail or by facsimile shall be assumed to be given the same day.

5.2 The addresses of the Parties for purposes of service hereunder are as follows:

For Lessee:

2923 Huron Middlesex Royal Canadian Army Cadet Corp
316 William Street
Exeter, ON N0M 1S6
Attention: 2923 RCACC Support Committee

For Municipality:

The Corporation of the Municipality of South Huron
322 Main Street South
P.O. Box 759
Exeter, ON N0M 1S6
Attention: Clerk

6.0 Breach of Agreement:

6.1 Upon evidence of a breach in agreement conditions by the Lessee, the Lessee shall be given appropriate notice and allowed 30 days to rectify the breach. Upon failing to do so, the Agreement will be considered terminated by both parties and the Lessee agrees to be responsible for all costs incurred to restore the property to its original condition.

7.0 Termination of the Agreement:

7.1 Either party may terminate the Agreement by providing 90 days written notice to the other party. Upon termination of the Agreement under this provision, the Lessee will be allowed a period of 90 days to return the property to its original condition.

In Witness whereof the parties of this agreement have hereunto set their hands and seals this day of , 2023

2923 Huron Middlesex Royal Canadian Army Cadet Corp

Per: _____

Name:

Position:

Per: _____

Name:

Position:

Date: _____

I have the authority to bind the Corporation.

The Corporation of the Municipality of South Huron

Per: _____

Name: Geroge Finch, Mayor

Per: _____

Name: Alex Wolfe, Acting Clerk

Date: _____

We have the authority to bind the Corporation.

Schedule "A" to Agreement between 2923 Huron Middlesex Royal Canadian Army Cadet Corp and the Municipality of South Huron



Blue outline = land under land lease