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-05-25 1998

THE REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK C.A.O. OFFICE

BY-LAW NO. 52-98A BY-LAW TO AUTHORIZE THE
EXECUTION OF A LEASE AGREEMENT
WITH DUCKS UNLIMITED CANADA.


WHEREAS the Regional Municipalities Act, R.S.O. 1990, Chapter R. 8, as amended, Section 5 (2), states that except where otherwise provided the powers of the Regional Council shall be exercised by By-law;


AND WHEREAS it is deemed necessary to execute a lease agreement with Duck's Unlimited Canada for the Thompson Creek Naturalization Project at Grandview Lodge on property described as part of Lot 3, Plan 69, Town of Dunnville for the period of April 30, 1998 to April 30, 2028;

NOW THEREFORE the Council of the Regional Municipality of Haldimand-Norfolk hereby enacts as follows:

1. That Council does confirm and ratify the lease agreement hereto annexed and marked as Schedule "A" to this By-law;
2. That the Chair and Clerk are hereby authorized to execute on behalf of the Regional Corporation the lease agreement hereto annexed and marked as Schedule "A" to this By-law and all other documentation necessary, in the opinion of the Regional Solicitor, to complete this transaction;
3. That the effective date of this By-law shall be the date of final passing hereof.

THIS BY-LAW READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 14TH DAY OF MAY, 1998.


CHAIR


CLERK

#10, H&SS, 96/10/09
GLR No. 8/96

CAO

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUILDING

70 TOWN CENTRE DRIVE
TOWNSEND, ONTARIO N0A 1S0

TELEPHONE: (519) 587-4911
FAX: (519) 587-3119

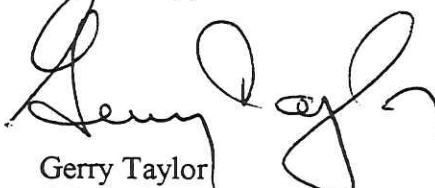
May 25, 1998

Mr. David G. West
Ducks Unlimited Canada
566 Welham Road
Barrie, Ontario
L4N 8Z7

Dear Dave:

Further to my letter to you on April 29, 1998, please be advised that the lease agreement for the Thompson Creek project has been executed. I enclose herewith for your records a fully executed copy of that agreement.

Yours truly,



Gerry Taylor
Chief Administrative Officer

GT:bd
Enclosure

THIS INDENTURE

Made (in duplicate) the 14th day of May, in the year one thousand, nine hundred and ninety-eight.

In Pursuance of the Short Forms of Leases Act

Between

THE REGIONAL MUNICIPALITY OF HALDIMAND-NORFOLK
Hereinafter called the "Lessor"

Of the First part

- and -

DUCKS UNLIMITED CANADA, a company incorporated under the laws of the Province of Manitoba,
Hereinafter called the "Lessee"

Of the Second Part

WITNESSETH that in consideration of the Rents, Covenants and Agreements hereinafter respectively reserved and contained on the part of the Lessee, to be respectively paid, observed and performed, the Lessor hath demised and Leased and by these presents DOTH demise and LEASE unto the Lessee THOSE lands and premises located in the following municipality as further described in Schedule 'A' and as shown on Schedule 'A' and on Schedule 'B' attached hereto.

TO HAVE AND TO HOLD the said demised premises for and during the term of thirty (30) years to be computed from the 30th day of April, 1998, and thenceforth next ensuing, and fully to be complete and ended on the 30th day of April, 2028, it being understood that the demised premises are;

- a) to be developed solely to restore the terrestrial and aquatic habitats to a viable, functioning part of our ecosystem and in so doing, will hereby increase habitat for wildlife;
- b) to be used solely for the purpose of providing an appropriate environment as a habitat for wildlife and waterfowl; and
- c) may develop into a seed gathering site for native prairie grass species and wild flowers, together with all wetland area, which will connect to the existing Thomson Creek trail system and in conjunction therewith, to develop said land in accordance with Schedule 'C' and as shown on Schedule 'B' attached hereto.
- d) collection of native materials seed shall be subject to the approval of the Lessee and that seed shall be collected in a manner that will not damage or otherwise adversely impact the condition, function and quality of the established native grassland habitat.

YIELDING AND PAYING therefore during the said term hereby granted unto the Lessor the sum of ONE (\$1.00) 00/100 DOLLARS per year of lawful money of Canada, without any deduction, defalcation or abatement whatsoever to be payable in advance in entirety by the Lessee within 30 days of the date of this indenture.

THE Lessee covenants with the Lessor to pay rent.

AND not to cut down timber or trees of any kind whatsoever, without the approval of the Lessor, in writing.

AND will not assign or sub-let without leave; and such consent may, notwithstanding any section of the Landlord and Tenant Act of the Province of Ontario, be arbitrarily refused by the Lessor in his sole and uncontrolled discretion.

AND that he will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted).

AND will not carry on any business in contravention of any land use by-law or any business whatsoever, without the express consent of the Lessor, it being expressly understood that any

such development must be accessory to and subordinate to the primary purpose of the Lessor entering into the within lease, to wit: restoration and conservation of the subject lands for the enjoyment of residents of Grandview Lodge, citizens of The Regional Municipality of Haldimand-Norfolk and visitors thereto.

PROVIDED that the Lessee may remove his fixtures, if such removal may be and is done without injury to the said premises.

AND the Lessee doth hereby further covenant and agree with the Lessor, except for such of the said premises used by habitat purposes, in manner following, that is to say: THAT the Lessee will during the term, cultivate, till and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in accordance with acceptable agricultural standards.

AND will keep the mouths of all underdrains on the said premises open and free from obstruction, and in good running order at all times during the said term, and will not suffer or permit the water-courses in any open ditches on said premises to become obstructed, with the exception of those directly affected by the restoration of the aquatic habitat as shown on Schedule 'B' attached hereto.

AND will agree not to cause damage, waste, injury or destruction to trees on the said premises.

AND IT IS HEREBY DECLARED between the parties that should unforeseen circumstances arise during the currency hereof, which in the opinion of either party warrants a termination of this agreement, either party may terminate this agreement by sending notice, by registered mail. The notice will state that this agreement be terminated at the expiration of six (6) months from the date of mailing said notice and at the expiration of the said six (6) months, this agreement shall be terminated, provided:

- a) should the Lessor wish to terminate this agreement, it will forthwith repay to the Lessee an amount based upon the following:

$$\text{Payment upon termination} = \frac{\text{years remaining in agreement}}{\text{total length of agreement}} \times \text{total cost of engineering and construction as detailed in Schedule 'D' attached;}$$

- b) should Lessee wish to terminate this agreement, no costs shall be payable by the Lessor.

ANY notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by delivering the same to the recipient or mailing the same postage prepaid in a government post box to the recipient at the following address:

If to the Lessor: The Regional Municipality of Haldimand-Norfolk
70 Town Centre Drive
Townsend, Ontario N0A 1S0

If the Lessee: Ducks Unlimited Canada
566 Welham Road
Barrie, Ontario
L4N 8Z7

Any notice or other communication mailed or delivered as aforesaid shall be deemed to have been given at the date it was personally delivered or if mailed shall be deemed to have been given on the third business day following the date of which it was mailed. Either the Lessor or the Lessee may change his address for service from time to time by giving notice in accordance with the foregoing.

PROVISO for re-entry by the Lessor on non-payment of rent, or non-performance of covenants.

THE Lessor COVENANTS with the Lessee for quiet enjoyment.

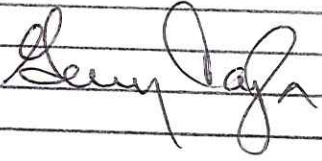
In the event of the non-development of the subject lands in accordance with the intent of this lease by October 30, 1998, the within lease shall be deemed null and void and rent shall be deemed to be due and payable in the sum of \$1,000 to compensate the Lessor for rental income lost.

The within lease does not contravene Section 50 of the Planning Act, R.S.O. 1990, as amended.

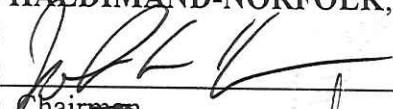
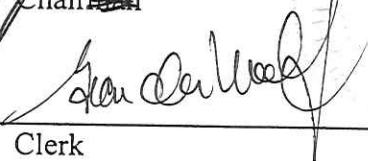
IT is hereby declared and agreed that this Indenture shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns, respectively.

AND it is further agreed that wherever the singular and masculine are used in this Indenture they shall be construed as if the plural or the neuter or feminine had been used, where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

WITNESS the seal of the said parties hereto, duly attested thereto by the hands of their proper signing officers:

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
SOLICITOR		
FINANCE		
ENGINEERING		
CAO		
BY-LAW		

) THE REGIONAL MUNICIPALITY OF
) HALDIMAND-NORFOLK, Per:

) 
) Chairman
) 
) Clerk

) DUCKS UNLIMITED CANADA

)  Western Ontario Field Office Manager
)
)
)
)
)

PR

SCHEDULE 'A'

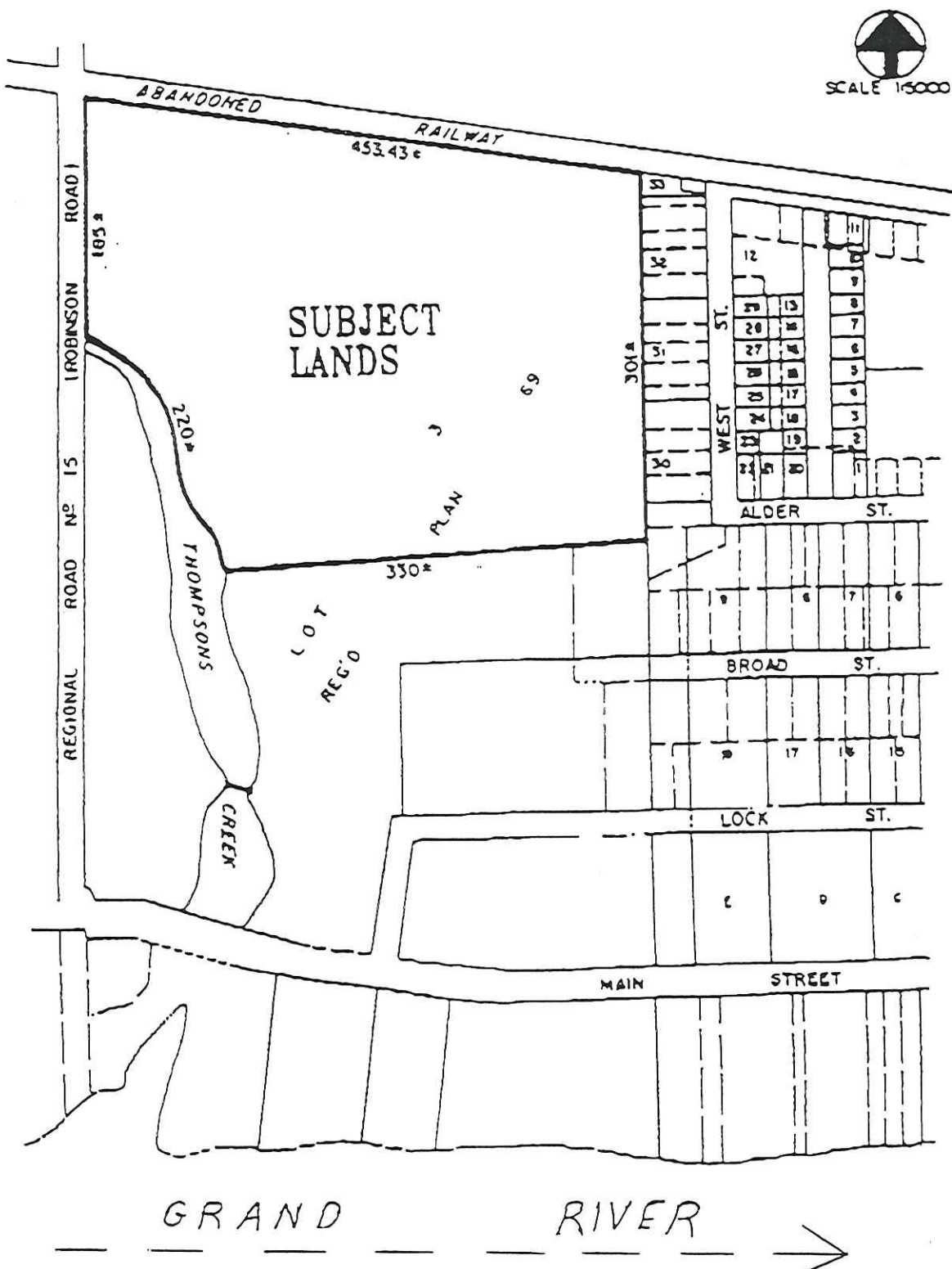
This is Schedule 'A' as referred to in the AGREEMENT between the Regional Municipality of Haldimand-Norfolk and Ducks Unlimited Canada dated _____, 19____.

And whereas the Regional Municipality of Haldimand-Norfolk is the owner of those lands and premises located in the following municipality, namely,

A parcel of land, containing by admeasurement thirty (30 acres), more or less, being part of Lot 3, Plan 69, Dunnville, reserving however, the full use and enjoyment by the Regional Municipality of Haldimand-Norfolk and/or its successors and assigns of the existing gas well situate on the subject lands and further reserving a right of ingress and egress for its servants, agents, employees and assigns, together with appropriate machinery and/or equipment to effect repairs and/or replacement of said gas well, the infrastructure and piping thereto.

TOWN OF DUNNVILLE

Former Town of Dunnville



SCHEDULE 'C'

This is Schedule 'C' as referred to in the AGREEMENT between the Regional Municipality of Haldimand-Norfolk and Ducks Unlimited Canada, dated _____, 19____.

A shallow impoundment shall be constructed on the lands. Water levels will be held up to a level of 49.3 as indicated on the attached plan 862-472. Periodically (approximately once in a seven to ten year period) the project may be entirely dewatered for up to one full year to rejuvenate the wetland. Additional management practices, as governed by the management and operations committee, may be required.

In order to increase nesting opportunities for waterfowl a maximum of 6 nesting structures may be installed on predator proof poles throughout the project.

A long term, low maintenance grass cover will be established on the project lands around the shallow impoundment. A variety of native grassland species will be seeded. Seed bed preparation and pre-plant weed control may be undertaken for up to two years prior to the planting of native grass seed. Management of the grassland will require periodic (approximately once in a three to five year period) mowing, or, subject to regulatory approval, prescribed and controlled burns to rejuvenate the stand and/or control the invasion of woody plant species. The application of herbicides, subject to regulatory standards and approvals, may be required in the early stages of native grass establishment to minimize competition from weeds.

SCHEDULE ‘D’

This is Schedule ‘D’ to an AGREEMENT between the Regional Municipality of Haldimand-Norfolk and Ducks Unlimited Canada, dated _____, 19____.

For the purpose of calculating “payment” upon termination of the AGREEMENT, total cost of engineering and construction is estimated as follows:

Cost of construction consists of engineering and construction costs, including payments made to contractors or personnel hired on contract basis for construction, charges incurred for hire of equipment operated by D.U. personnel (does not include vehicles under one ton), construction material (including culverts, concrete, gravel, lumber, etc.) costs of miscellaneous supplies (including aerial photos, topographic maps, survey and drafting supplies, small tools, prints of design, structure or plans), repair cost of field equipment, operating cost of construction equipment, and cost of consulting fees for engineers, surveyors, lawyers and other professional people engaged by Ducks Unlimited for the specific project.

Contractors Charges	\$ 7,300.
Materials	\$ 2,400.
Miscellaneous Construction and Capital Costs	<u>\$ 3,000.</u>
Estimate of Total Construction Costs	\$12,700.

Note: Actual construction costs, not to exceed the estimate by more than 10%, will be provided upon the completion of project implementation.