

**THIS INDENTURE (this "Lease") made in duplicate the 11 day of Sept, 2006**

**BETWEEN:**

**THE CORPORATION OF HALDIMAND COUNTY**

**hereinafter called the**

**"Lessor"**

**and**

**HALDIMAND YOUTH SOCCER CLUB**

**hereinafter called the**

**"Lessee"**

**WITNESSETH AS FOLLOWS:**

**Article 1 – Basic Terms and Definitions**

**1.1 Basic Terms and Definitions**

- |    |                    |   |
|----|--------------------|---|
| a) | Lessor:            | The Corporation of Haldimand County<br>P.O. Box 400<br>Cayuga, Ontario N0A 1E0  |
| b) | Lessee:            | Haldimand Youth Soccer Club<br>P.O. Box 746<br>Cayuga, Ontario N0A 1E0  |
| c) | Lands:             | Those lands described as Part of Lots 7 and 8, East of Plank Road and Part of Lots 28 and 29, River Range, former Township of Seneca, County of Haldimand, designated as Parts 1, 2, 3, and 6 on Reference Plan 18R-4673 in the Land Registry Office in Haldimand (No. 18), located on McClung Road, Caledonia, being approximately 45 acres. |
| d) | Commencement Date: | The date of this Lease.   |
| e) | Term:              | Twenty one years, less a day.   |
| f) | Permitted Use:     | To be used as a soccer and athletics park, with related facilities associated therewith.  |

## **Article 2 – Demise and Term**

### **2.1 Demise**

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor demises and leases onto the Lessee, and the Lessee leases from the Lessor, the Lands. The Lessee accepts the Lands on an “as is” basis, without any representation whatsoever by the Lessor as to the quality of the Lands or the fitness of the Lands for the purposes intended by the Lessee.

### **2.2 Term**

The Term shall commence the Commencement Date, and run for the Term as set out above, unless terminated earlier pursuant to the provisions of this Lease.

### **2.3 Representations and Warranties**

The Lessor represents and warrants that it has good title in fee simple to the Lands, free from all encumbrances. The Lessor warrants that the Lessee shall have adequate road access to the Lands at all times during the Term of the Lease.

The Lessee represents and warrants that:

- (a) it will abide by and perform all of its obligations under an easement agreement dated August 8, 2002 between the Lessor, the Lessee and Georgia-Pacific Canada, Inc. (the “Easement Agreement”);
- (b) it acknowledges that the Easement Agreement grants in favour of the Lessee a right-of-way over certain property described in the Easement Agreement (the “Right-of-Way”) for a period of 21 years less a day, commencing on August 8, 2002;
- (c) it acknowledges that its rights in relation to the Right-of-Way will expire before the term of this Lease expires.

**AND THE LESSEE** covenants to construct and maintain in good repair the Right-of-Way and to construct and maintain in good repair the soccer field and to construct and maintain in good repair the buildings, which will be comprised of the washrooms, change rooms, dugouts (if any) and the refreshment booth and adjoining utility room and to construct and maintain whatever sewage disposal system required by the authorities to serve the uses of the Lessee and the Lessor and, at the option of the Lessee, to construct and maintain a lighting system, fencing and bleachers and to plant and maintain shrubbery and/or trees. The Lessor may enter the Lands at any time for the purposes of viewing and assessing the state of maintenance. In addition, the Lessee, provided it has first obtained all necessary municipal permits and authorizations, may have a bonfire on the Lands as part of its annual year end social.

## **Article 3 – Rent and Use of Lands**

### **3.1 Covenant to Pay**

The Lessee covenants to pay annual rent in the amount of One (\$1.00) Dollar per annum during the Term, which amount shall be payable on the first day of each year during the Term.

### **3.2 Realty Taxes**

The Lessor covenants that there shall be no realty taxes owing or payable by the Lessee under this Lease.

### **3.3 Utilities and Services**

The Lessee shall be solely responsible for and shall pay to the appropriate utility suppliers, all charges for water, gas, electricity, telephone and other utilities and services used or consumed in, and any other charges levied or assessed on or in respect of or services supplied to, the Lands and any Improvements thereto. In no event shall the Lessor be liable for, and the Lessor shall have no obligations, liability or responsibilities whatsoever with respect to, an interruption to or cessation of or a failure in the supply of any utilities, services or system in, to or servicing the Lands or Improvements thereto.

### **3.4 Default by Lessee**

In the event that the Lessee shall be in default under this Lease or any provision contained herein, then the Lessor, in addition to any other rights or remedies available to it, shall have the immediate right to terminate this Lease, and also shall have the immediate right of re-entry upon the Lands, and in either case the Lessor may repossess the Lands and enjoy them as of its former estate and may expel all persons and remove all property from the Lands, and such property may be removed and sold or disposed of by the Lessor as it deems advisable or may be stored in a public warehouse or elsewhere at the cost and for the account of the Lessee, all without service of notice or resort to legal process and without the Lessor being considered guilty of trespass or becoming liable for any loss or damage which may be occasioned.

### **3.5 Use of Lands by Lessee**

The Lessee shall, at all times during the Term, use the Lands only for the Permitted Use and shall not use the Lands for any illegal or other purpose. The Lessee hereby agrees that throughout the Term, it shall, in its conduct on the Lands and its use of the Lands, abide by and act in accordance with all laws, by-laws and regulations that apply to the Lessee and to the Lands and to the Lessee's use of the Lands.

## **Article 4 – Construction, Ownership and Maintenance of Improvements**

### **4.1 Lessee to Construct Improvements**

It is the intention of the parties hereto that the Lessee is to erect, at its own cost and expense, any improvements (the "Improvements") on the Lands. The Lessee covenants that at all times the use made of the Improvements shall be solely for the use set out in the Lease and for no other purposes. No improvements shall be made to the Lands by the Lessee without obtaining the written consent of the Lessor prior to any such work being undertaken.

### **4.2 Duties of Lessee in Construction**

The Lessee shall perform and comply with the following covenants and requirements in the construction of any Improvements:

- a) prior to the commencement of any construction or work, all necessary building permits and all necessary consents and authorizations (including consent of the Grand River Conservation Authority, if required) shall be obtained, and all municipal by-laws, any other legal requirements and any other consents or authorizations pertaining to any aspect of the work and construction, shall be complied with;
- b) the construction and work shall be conducted in a good and workmanlike manner, using only first-class, quality materials;
- c) the Lessor and its agents and engineers shall at all times have the right to enter onto the Lands and inspect the work and construction and to protest to the Lessee any default or non-compliance with any construction contract or under this Lease, and the Lessee shall forthwith deal with the protest and remedy any default or non-compliance at its own expense;
- d) the Lessee shall promptly pay when due all proper accounts for work done or materials furnished under all contracts which it has entered into relating to the construction of the Improvements.

#### **4.3 Fire and Liability Insurance During Construction**

On behalf of the Lessee, the Lessor agrees to obtain insurance, at the Lessor's sole expense, naming the Lessor and the Lessee as insureds and:

- a) protecting both the Lessee and the Lessor (without any rights of cross claim or subrogation against the Lessor) against claims for personal injury, death or property damage or other third party or public liability claims arising from any accident or occurrence upon, in or about the Lands and from any cause, including the risks occasioned by the construction of the Improvements, and to an amount of not less than two million dollars (\$2,000,000) for any personal injury, death, property or other claims in respect of any one accident or occurrence; and
- b) protecting both the Lessee and the Lessor from loss or damage (without any rights of cross claim or subrogation against the Lessor) to the Improvements and all fixtures, equipment, improvements and building materials on the Lands from time to time, both during and after construction (but which may be by policies obtained from time to time covering the risk during different phase of construction) against fire and extended perils under a standard extended form of fire insurance policy in such amounts and on such terms and conditions as would be carried by a prudent owner of a similar project during construction to the full insurable value thereof at all times (to be computed upon a replacement cost basis with deduction only of the cost of excavation and foundations and of the value of building materials from time to time on the site but not incorporated in the Improvements, and in any event in an amount sufficient to prevent the Lessor being deemed a co-insurer).

#### **4.4 Lessor Consents and Assurances**

Subject to the terms hereof, the Lessee shall have the right to develop and manage the Lands subject to compliance with all laws, by-laws and regulations of any kind, and the Lessor shall provide all consents, authorizations and approvals, and enter into all usual

and necessary agreements as may be required for such purpose including as to any rezoning, variances and site plan approvals which are sought for the purpose of constructing and operating the Improvements so long as the aforesaid do not result in any expense or obligation of the Lessor in respect of which the Lessor is not fully indemnified, and provided the Lessor has received from the Lessee such security, if any, for any such liability, which the Lessor, acting reasonably, determines is required, in such form, amount and at such times as the Lessor may reasonably require, and so long as the Improvements contemplated by such agreements are in compliance with the terms hereof.

#### **4.5 Ownership of Improvements and Fixtures**

The Lessor and the Lessee agree that the Improvements are intended to be and become the absolute property of the Lessor upon the expiration or termination of Lease, but shall be deemed, as between the Lessor and the Lessee during the Term, to be the separate property of the Lessee and not of the Lessor, but subject to and governed by all the provision of the Lease applicable thereto. On behalf of the Lessee, in addition to the insurance referred to in paragraph 4.3 above, the Lessor agrees to obtain insurance for the Improvements, at the Lessor's sole expense, naming the Lessor and the Lessee as insureds. The Lessor's absolute right of property in the Improvements which will arise upon the termination of the Lease takes priority over any other interest in the Improvements which may now or hereafter be created by the Lessee, provided that all dealings by the Lessee with the Improvements which in any way affect title thereto shall be made expressly subject to the right of the Lessor, and the Lessee shall not assign, encumber or otherwise deal with the Improvements separately from any permitted dealing with the leasehold interest under this Lease, to the intent that no person who does not at the same time hold a like interest in the Improvements shall hold or enjoy any interest in this Lease acquired from the Lessee.

#### **4.6 Maintenance and Repair of Lands and Improvements**

The Lessee shall, at its own cost and expense, during the entire Term, keep in good order and condition the Lands and Improvements, and the appurtenances and equipment thereof, both inside and outside, including, but not limited to, pavilions, concession stands, goals and goal posts, washrooms, change rooms and related facilities, canopies, driveways and/or walkways, parking lots, light standards and all other fixtures in and appurtenances to the Lands and Improvements and machinery and equipment used or required in the operation thereof, whether or not enumerated herein, and shall make any and all necessary repairs, replacements, substitutions, improvements and additions, ordinary or extraordinary, foreseen or unforeseen, structural or otherwise, subject to reasonable wear and tear and force majeure. Such repairs shall be completed in a good and workmanlike manner and in all respects consistent in quality and workmanship appropriate for a similar project in the vicinity, and shall meet the requirements of the municipal or governmental regulations and the fire insurance underwriters.

#### **4.7 Lien Claims**

The Lessee covenants and agrees not to permit any lien to be registered against the Lands for any labour or materials furnished to, or with the consent of, the Lessee, its agents or contractors, in connection with any work performed or claimed to have been performed on the Lands or Improvements by or at the direction or sufferance of the Lessee. The Lessee shall have the right to contest the validity of, or the amount claimed under or in respect of, any such lien if such contesting shall involve no forfeiture, foreclosure or sale

of the Lands or any part thereof but, until a final determination of such contest, the Lessee shall not be required to cause such lien to be discharged and released until after a final determination, at which time the Lessee shall cause such lien to be discharged.

## **Article 5 – Insurance and Indemnity**

### **5.1 Lessee's Indemnity**

Subject to the Lessor's obligations hereunder, throughout the Term the Lessee covenants and agrees to indemnify and save the Lessor harmless against any and all liabilities, claims, damages, interest, penalties, fines, monetary sanctions, losses, costs and expenses whatsoever (including, without limitation, counsel and solicitor's fees on a substantial indemnity basis, reasonable costs of professional advisors, consultants and experts) arising from injury to property or injury to any person, firm, partnership or corporation, caused by the use, occupancy or presence of the Lessee or any other person, firm, partnership or corporation at, in, on or upon the Lands or Improvements.

### **5.2 Lessee's Insurance**

- a) On behalf of the Lessee the Lessor shall, at the Lessor's sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance:
  - i) with respect to buildings and real property, fire and extended perils under a standard extended form of fire insurance policy, in such amounts on such terms and conditions as would be carried by a prudent owner of similar project, having regard to the size, age and location of the project on the Lands, with coverage to the full insurable value thereof at all times (to be computed upon a replacement cost basis with the deduction only of the cost of excavation and foundations);
  - ii) general liability and property damage insurance, including personal liability, contractual liability, tenants' legal liability, non-owned automobile liability and owners' and contractors' protective insurance coverage with respect to the Lands, written on a comprehensive basis with inclusive limits of a least two million (\$2,000,000) Dollars for each occurrence, or such higher limit as the Lessor, acting reasonably.
- b) The Lessee shall, at the Lessee's sole cost and expense, take out and maintain in full force and effect, at all times throughout the Term, the following insurance.
  - i) with respect to movable equipment or any chattels not forming part of real property, shall maintain fire, theft and extended perils under a standard extended form of insurance in such amounts on such terms and conditions as determined prudent by the Lessee, having regard to the full insurable value thereof at all times (to be computed upon replacement cost basis).
  - ii) with respect to the participants or spectators associated with athletic, soccer or related functions, shall maintain general liability insurance of at least two million dollars (\$2,000,000.) per occurrence or such higher limit as the Lessee may determine.



**Article 6 – Assignment, Subletting and Rentals****6.1 Quiet Enjoyment**

The Lessee, upon paying the Rent hereby reserved and performing and observing the covenants and provisions herein required to be performed and observed on its part, shall peaceably enjoy the Lands for the Term.

**6.2 Right to Restrict**

It is acknowledged and understood that the Lessee will set policies and standards for the behaviour and conduct of persons entering on to the Lands. The Lessee specifically reserves the right to exclude individuals, or groups from entering the park for any reason in its sole discretion. (For example, to ban persons from the park if they violate the Lessee's "zero tolerance" policy).

The Lessee shall also abide with the provisions of the Lessor's "For Sake of Sport" Policy.

**6.3 Assignment by Lessee**

The Lessee shall not assign this Lease or sublet all or any part of the Lands without first obtaining the prior written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

**6.4 Subletting by Lessee**

The Lessee may, with the prior written consent of the Lessor, sublet portions of the Lands and Improvements (not constituting all or substantially all of the Lands and Improvements), including, without limitation, the concession stands, provided the term and all renewals of each sublease do not extend beyond the Term and all exercised renewal terms at such time. Any revenue from such subletting shall accrue to the sole benefit of the Lessee. Notwithstanding any sublease of the Lands (or part thereof) to any other party, the Lessee shall at all times be fully responsible and liable under this Lease and will be bound by this Lease in relation to the entire Lands (including those portions that are being subletted to other parties).

**6.5 Rentals of Lands by Lessee**

The Lessee may, with the consent of the Lessor, rent portions of the Lands and Improvements (not constituting all or substantially all of the Lands and Improvements), provided that the Lands are used only for the Permitted Use. It shall be a condition of any rental of the Lands that the renters obtain appropriate liability insurance and that the renters hold the Lessor and the Lessee harmless for any liability associated with the rental of the Lands. Any revenue from such rentals shall accrue to the sole benefit of the Lessee. Notwithstanding any renting of the Lands (or part thereof) to any other party, the Lessee shall at all times be fully responsible and liable under this Lease and will be bound by this Lease in relation to the entire Lands (including those portions that are being rented to other parties).

**Article 7 – General****7.1 Notices**

- a) Any notice required hereunder shall be in writing and any such notice and any delivery, payment or tender of money or document(s) to the parties hereunder may be delivered personally or sent by prepaid registered or certified mail or prepaid courier to the address for such party as set out herein, as applicable, and any such notice, delivery or payment so delivered or sent shall be deemed to have been given or made and received upon delivery of same of on the third (3<sup>rd</sup>) business day following the mailing of same, as the case may be. Each party may, be notice in writing to the others from time to time, designate an alternative address in Canada to which notices given more that ten (10) days thereafter shall be addressed.
- b) Notwithstanding the foregoing, any notice, delivery, payment or tender of money or document(s) to be given or made to any party hereunder any disruption in service of Canada Post shall be deemed to have been received only if delivered personally or sent by prepaid courier.

## **7.2 Registration**

Neither the Lessee nor anyone on the Lessee's behalf or claiming under the Lessee shall register this Lease a notice or caveat of the Lease against the Lands.

## **7.3 Number, Gender, Effect of Headings**

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders, and word importing persons shall include firms and corporations and vice versa. The division of this Lease in Articles and Sections and the insertion of headings are for convenience of reference only, and shall not affect the construction or interpretation of this Lease.

## **7.4 Severability, Subdivision Control**

Should any Article or Section or part or parts of an Article or Section in this Lease be illegal or unenforceable, it or they shall be considered separate and severable from the Lease and the remaining provisions of this Lease shall remain in full force and effect and shall be binding upon the Lessor and the Lessee as though such Article or Section or part or parts thereof had never been included in this Lease.

## **7.5 Entire Agreement**

There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Leas, save as expressly set out or incorporated by reference herein, and this Lease constitutes the entire agreement duly executed by the parties hereto, and no amendment, variation or change to this Lease shall be binding unless the same shall be in writing and signed by the parties hereto.

## **7.6 Successors and Assigns**

The rights and liabilities of the parties shall enure to the benefit of their respective heirs, executors, administrators, successors and assigns.



**7.7 Termination Without Cause**

Notwithstanding any other provision contained in this Lease, the Lessor shall have the right, in its sole and absolute discretion and for any reason whatsoever, at any time during the Term, to terminate this Lease upon ninety (90) days' written notice to the Lessee. In the event that the Lessor exercises its option to terminate this Lease in accordance with the above provision, then this Lease will terminate and be discharged on the date that is ninety (90) days from the date on which the written notice was provided to the Lessee. Upon such termination date, the Lessee shall provide vacant possession of the Lands to the Lessor, subject to the terms contained in this Lease respecting any Improvements that have been made by the Lessee up to the date of termination.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of

THE CORPORATION OF  
HALDIMAND COUNTY

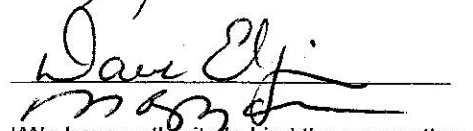
  
Mayor

  
Clerk

I/We have authority to bind the corporation.

HALDIMAND YOUTH  
SOCCER CLUB



  
I/We have authority to bind the corporation.