

TENANCY AGREEMENT pursuant to the *Residential Tenancies Act, 2006*, S.O. 2006 c. 17 (“the Act”)

BETWEEN:

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

3035 County Rd 2
Johnstown, ON K0E 1T1

(This is the legal name and address of the Port until subsequently notified of a change for the purposes of the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended)

(the “**Port**”)

- and -

William Berube and Judy Berube

10135 McIntyre Road R.R.#3
Mountain, ON K0E 1S0

(the “**Tenant**”)

Recitals:

1. **WHEREAS** the Port is a Local Board as defined in the *Municipal Act, 2001*, S.O. 2001 c. 25 established by the Township of Edwardsburgh/Cardinal (“**the Township**”).
2. **AND WHEREAS** the lands of the Port lands described in Schedule “B are owned by the Township. The Township has delegated management of the lands to the Port.
3. **AND WHEREAS** the Port leases for the purposes of residential occupancy until such time as it requires the lands for the Port’s, the Township’s, or the public’s purposes.
4. **AND WHEREAS** the parcel of land only is the subject of this lease.
5. **AND WHEREAS** the Tenant has applied to the Port for a lease of the lands and premises hereinafter particularly described in Schedule “A” as P-42 (“**the Rented Premises**”), and the Port has agreed thereto upon and subject to the terms, conditions, stipulations, agreements and covenants hereinafter mentioned and contained.
6. **AND WHEREAS** the original tenants to this Agreement were William Berube and Jeffrey Berube.
7. **AND WHEREAS** Jeffrey Berube assigned his interest in this Agreement to Judy Berube on May 30, 2021.
8. **AND WHEREAS** William Berube and Judy Berube are the lawful tenants pursuant to this Agreement.
9. **NOW THEREFORE THIS INDENTURE WITNESSETH** as follows:

Section 1.0 Intent and Interpretation

Section 1.1 Headings

The headings introducing sections and articles in this Lease are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections or articles.

Section 1.2 Extended Meanings

The words “hereof”, “herein”, “hereunder” and similar expressions used in any section or subsection of this Lease relate to the whole of this Lease and not to that section or subsection only, unless the

context indicates otherwise. The use of the neuter singular pronoun to refer to Port or Tenant is deemed a proper reference even though Port or Tenant is an individual, a partnership, an association, a corporation or a group of two or more individuals, partnerships, associations or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Port or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

Section 1.3 Time of the Essence

Time is of the essence of this Lease and of every part hereof, except as herein otherwise provided.

Section 2.0 Lands Leased

In consideration of the rents, covenants and agreements hereinafter reserved and contained, on the part of the Tenant, the Port does demise and lease unto the Tenant, its heirs, executors, administrators, successors and assigns, all and singular that certain parcel or tract of land and premises situate, lying and being in the Township, the Rented Premises designated as property P-42 more particularly described in Schedule "A" hereto.

Section 2.1 Occupants

a) It is understood that so long as the Tenant(s) identified in this Tenancy Agreement occupy the Rented Premises, only the following additional persons are permitted to occupy the Rented Premises:

Name: _____

Name: _____ (the "Permitted Occupants")

b) Any additional occupant shall not be permitted by the Port unless added as a Permitted Occupant pursuant to an amendment to this Tenancy Agreement in writing and signed by the Port and the Tenant. Notwithstanding anything in this Agreement or the Act to the contrary, this Agreement shall not terminate upon the death of the last surviving Tenant provided the lawful heirs of the Tenant elect in writing within sixty (60) days of the Tenant's death, to unconditionally assume the Tenant's obligations under this Agreement for its remainder.

Section 2.2 Waterlot Use

a) For and during the term of this Lease, and subject to the provisions of the Lease, the Port grants to the Tenant the use of the Waterlot described in Schedule "C" hereto annexed; hereinafter called the Waterlot.

The Tenant, subject to obtaining the prior written approval of the Port, repair of normal wear and tear excepted, and to obtaining all applicable regulatory approvals, including but not limited to navigation, fisheries and the environment;

(i) may construct, alter, repair and remove a dock for the purposes of berthing his private pleasure crafts(s) not exceeding 10m in length.

(ii) may construct, alter, and repair shore protection works along the shoreline of the Rented premises.

c) The Port grants to the Tenant the right of access across the Waterlot to the Rented Premises.

d) The Tenant shall not restrict nor attempt to restrict public navigation over the Waterlot.

e) The Tenant shall not remove or deposit fill, stone or any other material on the Waterlot, except in connection with the works set out in Section 2.1 b). Infilling of the Waterlot, which in the opinion of the Port, has as its primary purpose the creation of additional land may not be permitted.

f) The Port reserves the use of the Waterlot for its own purposes at its sole and unfettered discretion.

Section 2.3 Right of Way for Access

a) For and during the Term (as hereinafter defined) of this Lease, the Port grants to the Tenant the right of ingress and egress in common with others, over, along, across and upon the lands

of the Port more particularly described in Schedule “D” hereto annexed, hereinafter called the “**Right of Way**”.

- b) The Port retains the right, upon written notice to the Tenant, to relocate the Right of Way at any time and from time to time during the Term.
- c) The Port retains the right, at any time and from time to time, during the Term, to restrict ingress and egress across the Right of Way for reasons of construction, maintenance or other related works or purposes. In this regard, the Port agrees to complete any such works as expeditiously as possible in the circumstances and to provide the Tenant, whenever possible, an alternative means of ingress and egress to the Rented Premises during any periods of interruption.
- d) The Port further retains the right to use the Right of Way for its own purposes and to grant access to it by others at its sole and unfettered discretion.

Section 3.0 Term

The term (the “**Term**”) of this Lease shall be Twenty (20) years, beginning on the 1st day of October 2014, and ending on the 30th day of September 2034.

Section 4.0 Rent

The Tenant covenants and agrees to pay unto the Port, per annum, at the office of the Port, in lawful money of Canada, without any prior demand therefore and without any deductions of any kind whatsoever, the following as rent (“**Basic Rent**”):

- (i) For the period beginning October 1, 2014 and ending September 30, 2015, the sum of \$ 2,912.11 per annum.
- (ii) For each subsequent year of the Term and commencing on the anniversary date of each subsequent year, a percentage increase for the full amount permitted under the Act as amended from time to time or any successor legislation.

Section 4.1 Payment of Rent

Basic Rent shall be payable in advance on the 1st day of October in each and every year during the Term of this Lease.

Section 4.2 Net Lease

The Tenant acknowledges and agrees that it is intended that this Lease is an absolutely net and carefree Lease to the Port, except as expressly herein set out; that the Port is not responsible during the Term for any costs, charges, expenses and outlays of any nature whatsoever arising from or relating to the Rented Premises or the use and occupancy thereof, or the contents thereof, except as expressly herein set out; and the Tenant shall pay all charges, imposition, taxes, costs and expenses of every nature and kind relating to the Rented Premises, except as expressly set out herein.

Section 4.3 Recovery of Additional Rent

Save as otherwise expressly set out herein, all additional charges payable by the Tenant contemplated by this Lease (the “**Additional Rent**”) shall be deemed to be and shall be treated as rent and payable and recoverable as rent, and the Port shall have (in addition to any other right or remedy) the same rights and remedies in the event of default by the Tenant in payment of any amount payable as Additional Rent as the Port would have in the case of default by the Tenant in payment of rent.

Section 5.0 Use

The Tenant shall only use the Rented Premises for the purpose of single-family residential accommodation only and for no other purpose without first receiving the prior written consent of the Port and in particular, the Tenant shall not use the Rented Premises or Waterlot or Right of Way for any commercial purpose.

Section 6.0 Tenant’s Covenants

The Tenant covenants with the Port as follows:

a) To Pay Rent

To pay the Township of Edwardsburgh/Cardinal (cheques payable to the Port of Johnstown) the Basic Rent, Additional Rent and all other sums set out herein at the times and in the manner herein contemplated, without any set-off, abatement or reduction whatsoever;

b) To Pay Taxes

To pay the Township of Edwardsburgh/Cardinal all taxes and similar charges (including, without limitation, realty taxes, school taxes, assessments and local improvement rates, and other rates) charged or required by the Township;

c) To Repair

To repair undue damage caused by the wilful or negligent conduct of the Tenant, another occupant of the Rented Premises or a person permitted on the Rented Premises by the Tenant.

d) To Maintain

- (i) The Tenant agrees to keep the Rented Premises clean. The Tenant further agrees to dispose of garbage and recyclables appropriately. The Tenant shall pay for any damage to the Rented Premises where such damage is caused by the wilful or negligent conduct of the Tenant, any of the Permitted Occupants, or any person permitted into the Rented Premises by the Tenant or a Permitted Occupant. The Tenant shall not make or permit to be made any alteration to or decoration of the Rented Premises without the prior written consent of the Port.
- (ii) The Tenant agrees to maintain the landscaping, including erosion control, snow removal, tree trimming and tree care, mowing and weeding.

e) To Pay Utilities

To pay, when due, all charges for utilities used in the Rented Premises including, but not limited to, water rates, electrical rates, telephone rates and gas rates. The Tenant shall also pay for apparatus, meters and other things leased or purchased in connection with utility services provided to the Rented Premises, and for all work performed by anyone in connection with such utilities; and for its proportionate share of maintenance of access roads;

f) To Permit Entry by Port

- (i) To permit the Port the right to enter on the Rented Premises at any time without written notice in the event of an emergency.
- (ii) To permit the Port to enter on the Rented Premises on giving at least twenty-four (24) hours' written notice of entry for the purposes specified in the Act or any successor Act. Such written notice shall specify the day of entry and, to the extent possible, the approximate time of entry. The Tenant acknowledges and agrees that it is good and sufficient notice for the Port to specify a range of hours, such as between 8:00 a.m. and 8:00 p.m., in specifying the proposed time of entry.
- (iii) To permit the Port the right to enter on the Rented Premises to conduct inspections, view the state of repair, take photographs and make such renovations, repairs, alterations, and changes of any kind whatsoever in and about the Rented Premises which, in the Port's sole discretion, are necessary or desirable (the "Changes"). Entry shall be conducted in accordance with the requirements of the Act or any successor Act. The Tenant shall permit the Port, its officers, agents, contractor, and employees to enter the Rented Premises from time to time between the hours of 8:00 a.m. and 8:00 p.m. to make the Changes. The Tenant acknowledges that such entry and the making of the Changes shall not constitute a breach of any express or implied covenant of quiet enjoyment or possession, or both.
- (iv) Notwithstanding the foregoing, the Port shall have the right, at anytime, without notice, to access the waterfront for the purposes of water sampling after and during major rain events in compliance with the Post Certificate of Approval for Sewage issued by the Ministry of Environment.

g) To Comply With All Laws

To comply promptly with and conform to the requirements of all applicable statutes, laws, by-laws, regulations, ordinances and orders at any time in force during the Term which affect the condition, equipment, maintenance, use or occupation of the Rented Premises.

h) Not to Carry on a Nuisance

Not to carry on or permit to be carried on upon the Rented Premises or Right of Way any occupation or business which shall by the Port be deemed a nuisance; nor use, exercise or carry on or permit to be used, exercised or carried on, in or upon the Rented Premises or Right of Way or any part thereof, any noxious, noisome or offensive art, trade, business operation, occupation, or calling and that no act, matter or thing whatsoever shall at any time during the Term be done in, upon or about the Rented Premises or Waterlot or Right of Way or any part thereof that shall or may be or grow to the annoyance, damage or disturbance of the Port or occupiers or owners of the adjoining or nearby lands or premises;

i) Not to Assign

- (i) The Tenant agrees not to assign or sublet the Rented Premises without first requesting in writing the Port's permission to assign or sublet the Rented Premises to the proposed assignor or subtenant and receiving the Port's permission, in writing, to do so, which request shall not be arbitrarily or unreasonably refused. It is agreed and understood by the Tenant that a request to assign or sublet the Rented Premises to a proposed assignee or subtenant is not made until the Tenant and the proposed assignee or subtenant have provided to the Port, in writing, delivered in person or by mail to the Port at the address shown on page one of this Tenancy Agreement, all of the information requested by the Port, an executed written Assignment or Sublease Agreement on the Port's standard form that is conditional on the acceptance of the Port and which, in the case of a sublease, specifies a termination date that is prior to the end of the Term of this Tenancy Agreement, or any renewals hereof, or that is prior to the last day of the month in which the sublet is proposed to take effect in the case of the sublet of a monthly tenancy, and the Tenant has paid the Port's non-refundable administration and processing fee for expenses incurred in processing the Tenant's request. Payment of the assignment or sublet fee does not constitute acceptance of the proposed assignee or subtenant. A subtenancy, if accepted, shall not be amended without the Port's written consent, which consent the Port may arbitrarily withhold. The Port shall communicate acceptance of the proposed assignment or sublet in writing to the Tenant. In the absence of such written acceptance, it is understood and agreed by the Port and the Tenant that the proposed assignee or subtenant has been refused as unsuitable or as having failed to provide sufficient information to allow the application for assignment or sublet to be processed.
- (ii) Consent by the Port to an assignment or a sublet of the Rented Premises is not a waiver of the Port's rights or remedies against the Tenant for any arrears of Rent or damages incurred by the Port, whether caused by the wilful or negligent conduct of the Tenant or any Permitted Occupant, assignee, subtenant or any person allowed by any of them on or in the Rented Premises. The Tenant shall be responsible for assigning or subletting the Rented Premises, and the Port's consent to permit the Tenant to assign or sublet the Rented Premises does not relieve the Tenant of this responsibility. The rent paid by the subtenant to the Tenant shall not exceed the Rent payable by the Tenant to the Port. The Tenant acknowledges that all subtenants must be approved as suitable.
- (iii) In the event of an assignment or sublet of the Rented Premises, the Tenant shall continue to be bound by all the provisions of this Tenancy Agreement, including the obligation to pay Rent, throughout the term of this Tenancy Agreement and any subsequent renewals thereof, until this tenancy is terminated. Upon termination of this tenancy, the assignee or subtenant must vacate the Rented Premises. The Tenant acknowledges that, if consent to assign or sublet the Rented Premises to a proposed assignee or subtenant is given, then any application or other notice required to be given by the Port to the Tenant under the Act or any successor Act, is properly given by delivery to the Tenant at the address of the Rented Premises and, without limitation, in the case of an assignment, the Tenant does not require

the Port to give the Tenant a copy of any application or notice under such legislation. In the case of a subtenancy approved by the Port, Rent paid to the Port during the term of such subtenancy is deemed to be Rent paid on behalf of the Tenant.

j) No Tracked Equipment

Not to permit any tracked vehicle(s) (including, without limiting the generality of the foregoing, any bulldozers and/or cranes) to use the Right of Way or any other of the lands or roadways owned or controlled by the Port without the prior written consent of the Port.

Section 7.0 Port's Consent required for Alterations

- a) The Tenant covenants not to erect, install or construct any buildings, structures, foundations, pilings, plant, drains, sewers, water mains, roadways, machine foundations, railway sidings, fixtures or any other installations or to place any fill materials upon or forming part of the Rented Premises without the prior written consent of the Port. If approved, all such erections, installations and construction shall be made, erected and installed at the Tenant's own expense and upon such terms as the Port may dictate.
- b) If any construction lien be registered against the Rented Premises (or any part thereof) as a result of work done or materials supplied to the Rented Premises, the Tenant covenants and agrees to obtain and register a discharge of such lien within ten (10) days thereafter; and if the Tenant fails to do so, the Port may pay into court the amount required to obtain such a discharge, in the name of the Tenant, and the amount so paid, together with all disbursements and costs of such proceedings on a solicitor and his client basis, shall be payable by the Tenant to the Port and may be collected as Additional Rent.

Section 8.0 Removal of Buildings and Equipment

On the termination of this Lease or any renewal thereof, the Tenant shall remove from the Rented Premises any buildings, structures, foundations, pilings, machinery, plant, equipment and fixtures which have been erected, installed or placed thereon, including drains and the proper de-commissioning of any well and shall level up and restore the surface of the Rented Premises and leave in a trim and clean condition, and any such buildings, structures, foundations, pilings, machinery, plant, equipment and fixtures which are not removed at the date of the termination of this Lease may be removed by the Port at the cost and expense of the Tenant.

Section 9.0 Insurance

- a) Throughout the Term, the Tenant shall take out and maintain, at the Tenant's sole expense, in such form and with such companies as the Port may reasonably require, the following insurance coverage:
 - (i) To insure and keep fully insured (without any right of subrogation to the Insurer) all insurable buildings, goods, merchandise and other property upon the Rented Premises in which the Tenant has an insurable interest, which are liable to loss or damage by any and all risks;
 - (ii) General liability insurance in an amount no less than one million dollars (\$1,000,000.00) per occurrence (or such greater amount that the Port reasonably deems advisable) in respect of any injury to or death of person or persons or property damage due to or arising out of the Tenant's business, use or occupation of the Rented Premises; waterlot, and right of way;
 - (iii) Any other form of insurance which the Port, as a prudent and reasonable owner, may deem advisable.
- b) The aforesaid insurance shall name the Tenant and the Port as the named insured, with loss payable to the Tenant and to the Port. Notwithstanding any contribution by the Tenant to the cost of the insurance referred to in this Section 9.0, the Tenant acknowledges and agrees that:
 - (i) The Tenant is not relieved of any liability arising from or contributed to by its negligence or its willful act or omission; and
 - (ii) All proceeds of any insurance policies referred to in this Section 9.0 shall be endorsed by the Tenant in favour of the Port forthwith following receipt thereof.

- c) All policies of insurance maintained by the Tenant pursuant to this Section 9.0 shall provide that such insurance may not be terminated, canceled or materially altered unless thirty (30) days' written notice of such termination, cancellation or material alteration is given by the insurers to the Port. The Tenant shall, prior to gaining entry to all or part of the Rented Premises, deliver to the Port certificates of such insurance, or at the Port's option, certified copies of all insurance policies. Current certificates of insurance and/or certified copies of all insurance policies shall be submitted by the Tenant to the Port each and every year on the anniversary date of this Lease.

Section 9.1

- a) The Tenant acknowledges and agrees that:
 - (i) Not to make improvements or to permit and/or to omit procedures and/or operations on the Rented Premises without adequately insuring such improvements and changes;
 - (ii) Not to do or omit or permit to be done or omitted upon the Rented Premises anything which may cause any insurance policy to be canceled or make it impossible to obtain adequate insurance protection in respect of the Rented Premises or any buildings, machinery or fixtures thereon or shall cause any insurance policy of the Port or of the Port's tenants of adjacent or nearby lands to be canceled or make it impossible to obtain any insurance policy or shall cause the premium of any policy to increase; and
 - (iii) In the event that the insurance premiums of the Port and/or the tenants of the Port are increased on such real and personal property as the Port and/or the tenants of the Port may from time to time see fit to insure, as a direct result of the use made by the Tenant of the Rented Premises, or from or by reason of any of the privileges granted to the Tenant hereunder, the Tenant covenants to pay to the Port and/or the said tenants, as the case may be, the amount of such increased premium or premiums upon receipt of due proof that the increased premium or premiums have been charged as a direct result of the use made by the Tenant of the said Rented Premises or from or by reason of the exercise of any privileges granted to the Tenant hereunder.

Section 9.2

Neither the Tenant or anyone claiming by, through or under or on behalf of the Tenant shall have any claim, right to action or right of subrogation against the Port, its agents or employees, for or based upon any injury, loss or damage to any person or persons or to the Rented Premises or any property therein or thereon, caused by fire, explosion or any other peril covered by any policies of insurance maintained with respect to the Rented Premises, whether or not such injury, loss or damage results or arises from a negligent act or omission of the Port, its agents or employees, or any other person(s) for whom the Port is in law responsible except to the extent that such injury or loss is due to the gross negligence of the Port or its agents or employees, and the Tenant covenants and agrees that any and all policies of insurance providing coverage as aforesaid shall be forthwith endorsed with a waiver of any and all subrogation rights which might otherwise vest in the insurer of such policy or policies of insurance.

Section 10.0 Acceptance of Premises by Tenant

The Tenant accepts the Rented Premises in their present condition and as fit and sufficient for the purposes of the Tenant.

Section 11.0 Insolvency

Where the Tenant has become insolvent and has filed a consumer proposal within the meaning of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3 as amended, or has become bankrupt, then the provisions of this clause of the Tenancy Agreement apply. The Tenant shall inform the Port of the Tenant's insolvency and/or bankruptcy forthwith. The Port shall rank as a preferred creditor in respect of any arrears of Rent pertaining to the three (3) months preceding the date of insolvency or bankruptcy, whichever applies. Upon the Tenant becoming bankrupt, the Term of this Tenancy Agreement is converted to a month-to-month tenancy, notwithstanding that there may have been an unexpired portion of the original Term. All other covenants and provisions of this Tenancy Agreement continue to apply. On the day following the date on which the Tenant files a consumer proposal or becomes bankrupt, whichever applies, the Tenant's obligation to pay Rent shall immediately commence for the balance of the month in which the Tenant files a consumer proposal

or becomes bankrupt, as applicable, and thereafter Rent shall be payable in advance on the first day of each month. The Port shall rank as a preferred creditor in respect of accumulated arrears for use and occupation of the Rented Premises until sixty (60) days following the date that the Tenant gives vacant possession to the Port, or until the Premises are re-rented, whichever is earlier. Any arrears following the date of bankruptcy are to be calculated on the basis of a per diem of the Rent payable under this Tenancy Agreement.

Section 12.0 Railway Siding

- a) A railway siding in the location shown, coloured **ORANGE** on the plan annexed to Schedule "A" is the property of the Port, and the Port reserves the right to keep the said siding in the location shown on the plan annexed hereto for as long as the Port so desires.
- b) The Tenant shall, at all times when rail traffic is operating over said trackage, keep vehicles, trucks, moveable equipment and property of all kinds upon the said Rented Premises of its own or third parties clear of the siding and at a distance of not less than six (6) feet from the gauge side of the nearest rail of the said trackage, and shall at all times maintain a vertical clearance of not less than twenty-two feet, six inches (22'6") above rail level or such greater lateral or vertical clearances as may from time to time be prescribed by the Canada Transportation Agency or other governing body.
- c) The Port or its agents (including but not limited to any railroad operator or track maintenance company) from time to time operating the said siding shall not be liable on account of any injury or loss arising from such operation, which may be suffered by the Tenant or its servants or that may at any time occur in respect of any of the buildings, vehicles, erections, materials, goods, chattels or other property situate on the said siding and/or the Rented Premises, except to the extent that such injury or loss is due to the gross negligence of the Port or its agents or employees.
- d) The use of the railway siding by the Tenant is strictly prohibited.
- e) The Tenant acknowledges and agrees that;
 - (i) the Tenant shall not construct or alter any railway crossing to the Rented Premises without written consent of the Port.

Section 13.0 Port of Johnstown Operations

- a) The Tenant acknowledges that the property being leased (or developed) is adjacent to or in proximity to a working industrial port area, where operations may take place on a 24 hour basis. The Tenant agrees that the Port is under no obligation to provide any of the following:
 - (i) Mitigation for noise, lighting, traffic, or other activities associated with the operations of the port, as well as direct or indirect activity caused by the Port;
 - (ii) Mitigation or relief from any traffic or other inconvenience caused by direct or indirect activities associated with the Port;
 - (iii) Financial relief or other measures associated with any type of proposed mitigation by the lease.

Section 14.0 Deemed Renewal

- a) When the Term of this Tenancy Agreement expires, and in the absence of a subsequent written renewal agreement, this Tenancy Agreement shall be deemed to be renewed as a monthly tenancy pursuant to s. 38 of the Act or any successor Act, on the same terms and conditions as this Tenancy Agreement except:
 - (i) the Rent payable by the Tenant to the Port shall be the rent which the Port may charge from time to time pursuant to the provisions of the Act or any successor Act; and
 - (ii) the Tenant shall not have the right to sublet the Rented Premises for a sublet term that extends beyond the day that is one day prior to the last day of the month in which the sublet takes effect.

Section 15.0 Partial Invalidity

Any term, condition, covenant or provision of this Tenancy Agreement that is determined to be invalid or unenforceable shall be severed from this Tenancy Agreement and the remainder of this Tenancy Agreement, and any renewals hereof and the rules and regulations, as amended from time to time, shall remain in full force and effect.

Section 16.0 Entire Agreement

- a) The Tenant acknowledges that prior to signing this Tenancy Agreement the Tenant has read and understands this Tenancy Agreement, and consents to all of the covenants, terms, conditions and provisions of this Tenancy Agreement. This Tenancy Agreement and the Tenancy Application constitute the entire agreement between the Port and the Tenant with respect to the Rented Premises and supersede and take the place of any and all previous agreements and representations of any kind, written or verbal, that may have previously been made relating to the Rented Premises or the Premises, by the Port or any of its employees or agents.

- b) This Tenancy Agreement shall not be amended, modified or waived in whole or in part except by further written agreement attached to or endorsed on this Tenancy Agreement by the Port or the Port’s authorized agent and the Tenant.

(Tenant to Initial here) _____

Section 17.0 Enurement

The covenants and agreement herein contained shall extend to, bind and enure to the benefit of the heirs, executors, administrators and successors and assigns of the parties hereto respectively, except where otherwise hereinbefore expressed, excepted or provided.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of

_____.

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

By:

Per: _____
Name: Tory Deschamps
Title: Mayor

Per: _____
Name: Sean Nicholson
Title: Chief Administrative Officer

Per: _____
Name: Robert Dalley
Title: General Manager, Port of Johnstown

We have authority to bind the corporation

Witness

William Berube

Witness

Judy Berube

RECEIPT OF TENANCY AGREEMENT

The Tenant(s) acknowledge(s) receipt of an executed copy this Tenancy Agreement this _____ day of _____, _____. I/We have authority to accept a copy of this Tenancy Agreement on behalf of myself/ourselves and all Tenants and Guarantor(s) identified in this Tenancy Agreement.

Date: _____

William Berube

Judy Berube

SCHEDULE "A"

DESCRIPTION OF RENTED PREMISES

PORT OF JOHNSTOWN PARCEL P-42

All and singular that certain parcel or tract of land and premises situate lying and being in the Township of Edwardsburgh/Cardinal, in the province of Ontario.

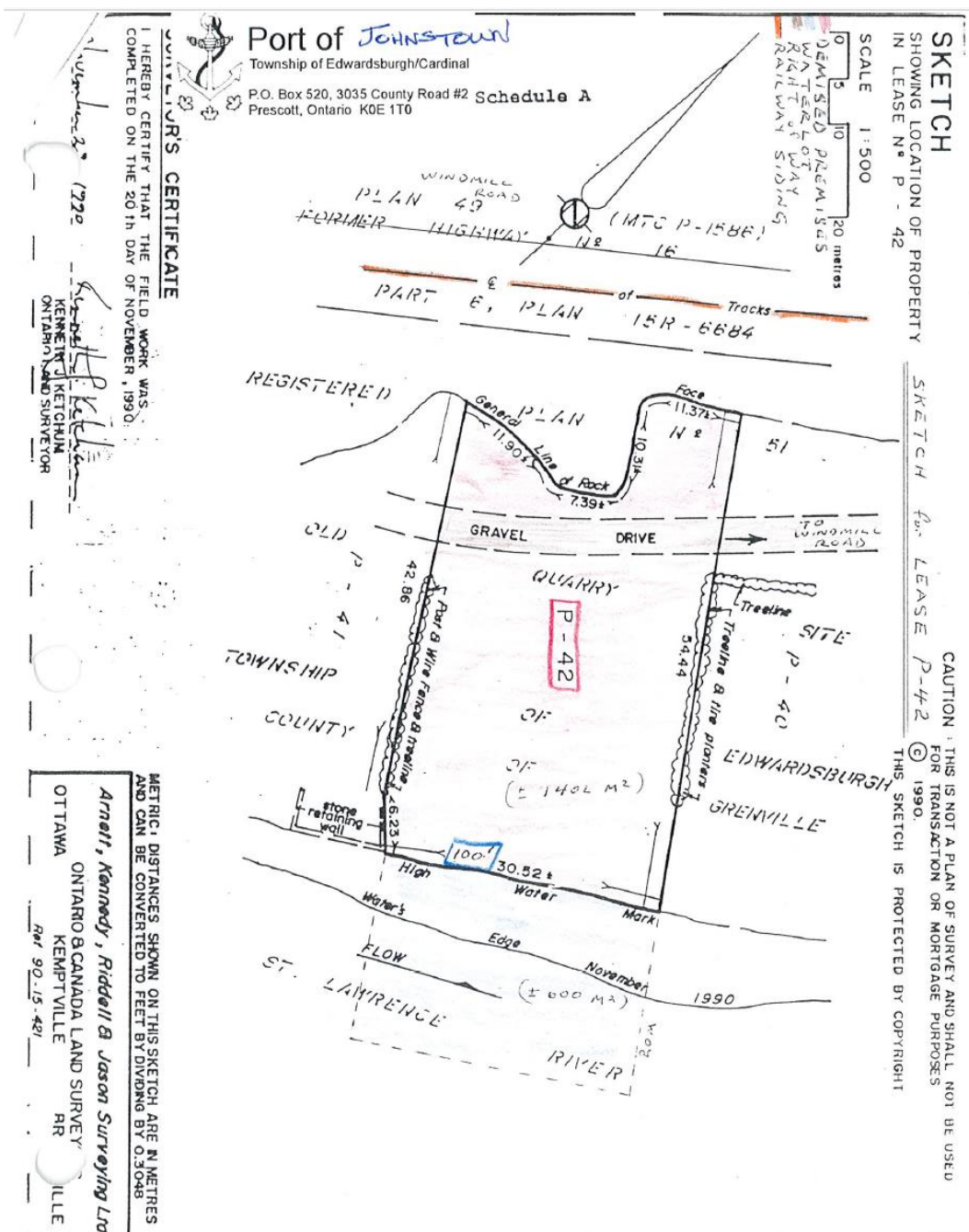
Being composed of part of those lands of Port of Johnstown, described in Schedule "B", and which parcel or tract of land is designated by the colour **RED** on the attached sketch made by Kenneth J. Ketchum, O.L.S., dated Nov 28, 1990.

The above described parcel of land contains by admeasurement 1,042 square metres (15,086 square ft.) and has frontage on the St. Lawrence River of 100 ft., be the same more or less.

TOWNSHIP OF EDWARDSBURGH/CARDINAL
 UNITED COUNTIES OF LEEDS & GRENVILLE
 PROVINCE OF ONTARIO

PORT OF JOHNSTOWN
 Per:

Robert Dalley
 GENERAL MANAGER



SCHEDULE "B"

**DESCRIPTION OF SURVEYED PARCEL OF WHICH
SCHEDULES A, C & D FORM PART**

All and singular that certain parcel or tract of land between the right-of-way of Provincial Highway No. 2 and the St. Lawrence River, extending from Johnstown Creek Bridge to Government Reserve for Windmill Point Lighthouse, in front of part of Townsite of Johnstown and Lots 31, 32, 33 and part of 34, situate, lying and being in Concession 1, of the Township of Edwardsburgh / Cardinal, in the County of Grenville, Province of Ontario, and more particularly described as follows:

Commencing at the southeast corner of the West Abutment of Provincial Highway bridge over Johnstown Creek; thence south thirty-five degrees and forty minutes west (S35 40'W) three hundred and seventy-one and thirty-five hundredths feet (371.35') to a point being the intersection of the south limit of the right-of-way of Provincial Highway No. 2 and the top of the bank of the St. Lawrence River; thence in a southwesterly direction following said south limit of right-of-way of Provincial Highway No. 2 to a point being the intersection of said south limit of Highway right-of-way with the easterly limit of Dominion Government Reserve for a lighthouse at Windmill Point, said Government Reserve being described in deed from Bernard Kean to Her Majesty Queen Victoria in Book "F", Township of Edwardsburgh, Registry Office, Prescott, ON., and date March 1st, 1873, and registered July 14th, 1873; thence in a southeasterly direction following the said easterly limit of dominion Government Reserve to the shore line of the St. Lawrence River; thence in a northeasterly direction following the original shore line of the St. Lawrence River to the point of commencement containing approximately twenty-seven and four tenths acres (27.40 acres) as shown edged in pink on the plan attached to Order in Council P.C. 397 of February 27, 1937. All bearings are astronomic.

SCHEDULE "C"

DESCRIPTION OF WATERLOT

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Edwardsburgh/Cardinal, in the Province of Ontario.

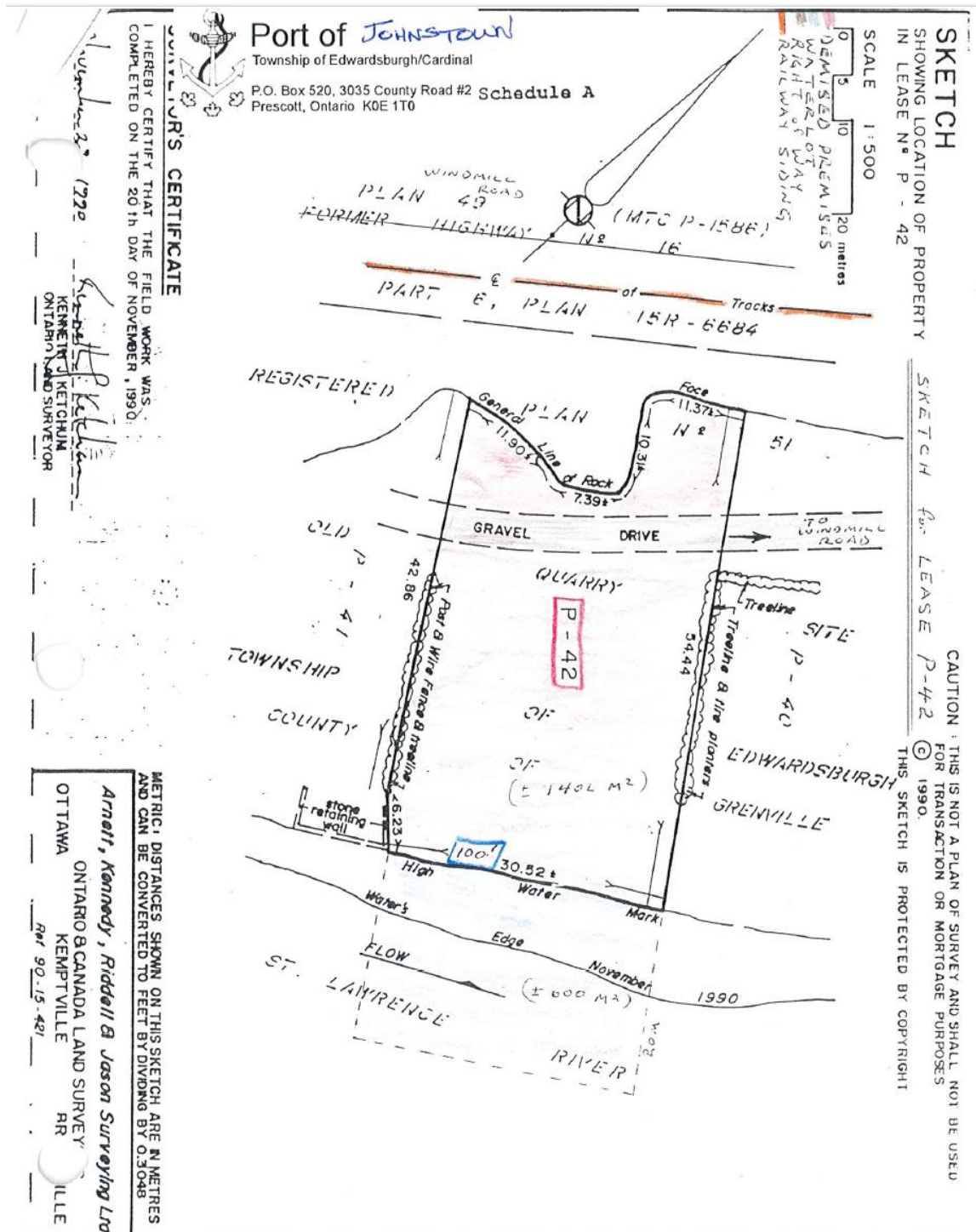
Being composed of part of the lands of the Port of Johnstown, covered by water and which parcel is designated by the colour **BLUE** on the attached plan.

Generally described, the Waterlot, is an unsurveyed parcel of foreshore and submerged land extending a distance of 20 metres into the St. Lawrence River from the high water mark of the shoreline along the southern edge of the Rented Premises.

PORT OF JOHNSTOWN

Per:

Robert Dalley
GENERAL MANAGER



SCHEDULE "D"

DESCRIPTION OF RIGHT OF WAY

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Edwardsburgh/Cardinal, in the Province of Ontario.

Being composed of part of the lands of the Port of Johnstown, the right of way is designated by the colour **BROWN** and shown on the attached plan in its approximate location.

Generally described, the right of way runs from Windmill Road to the Rented Premises. The right of way has a width of 4 metres more or less.

PORT OF JOHNSTOWN
Per:

Robert Dalley
GENERAL MANAGER

