

THIS INDENTURE made the 4th day of May, 2010

In pursuance of the Short Forms of Leases Act, R.S.O. 1990, c.5.11

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF TRENT HILLS
(hereinafter referred to as "Trent Hills")

- and -

THE CROWE VALLEY CONSERVATION AUTHORITY
(hereinafter referred to as "CVCA")

WHEREAS:

The CVCA is the owner of the lands known as the Crowe Bridge Conservation Area and further described in Schedule "A";

The CVCA has agreed to lease Crowe Bridge Conservation Area to Trent Hills on the terms and conditions hereinafter set out;

Trent Hills desires to lease the lands and to operate them as a municipal park and has indicated a willingness to assume the operation and maintenance of the lands as identified in this agreement;

THE PARTIES COVENANT AS FOLLOWS:

Legal Description

1. The land subject to this Agreement is known as the Crowe Bridge Conservation Area (hereinafter the "park") and is more particularly described in Schedule "A" to this Agreement.

Term of Lease

2. The CVCA shall lease the land to Trent Hills for a term of one (1) year to be computed from the 1st day of April, 2010 and ending on the 30th day of March, 2011, subject to the right of termination set out in Clause 16.

Rental Amount

3. Trent Hills agrees to pay to CVCA rent in the amount of \$2.00 per annum.

4. Trent Hills shall pay to the CVCA an amount equal to any and all goods and services taxes, harmonized sales taxes, value added taxes or any other similar taxes imposed upon the CVCA with respect to the rent payable under this lease.

Taxes

5. In the event that the park is liable for municipal taxes, Trent Hills shall pay any and all municipal taxes including local improvements or special local municipal levies in respect of a special service assessed against the park at any time during the term of the lease.

Utility, Operating and Maintenance

6. Trent Hills shall pay all utility costs for the park including hydro, gas, water and sewer and related utility costs.
7. Trent Hills shall maintain the premises in a reasonable state of repair and shall leave the premises in good repair (reasonable wear and tear and damage by fire, lightening and tempest only excepted) at the end of the term of the lease.
8. Trent Hills shall be responsible for removal of snow from walkways, debris collection, weed control and maintenance of the grassed areas, parking facilities, and accessible toilet facilities, signage installation and general inspection duties.
9. Trent Hills and CVCA agree to work together to develop and enforce regulations for public use of the park. The parties acknowledge and agree that as owner, the CVCA retains the right during the lease to enforce its regulations established under Section 29 of the Conservation Authorities Act, R.S.O. 1990, c.C.27.

Improvements and Alteration

10. Trent Hills may, at its own expense, make any changes, alterations or improvements to the park subject to the approval of the plans by the CVCA.
11. The park shall not be used for any purpose other than the operation of a public park except with the approval and consent of the CVCA.

Quiet Enjoyment

12. The CVCA covenants with Trent Hills for quiet enjoyment.

Liability and Indemnity

13. Trent Hills agrees that it shall not hold CVCA liable or responsible in any way for:
- (i) personal or consequential injury of any kind that may be sustained by Trent Hills or any employee, agent or invitee of Trent Hills or any other person who may be upon the lands and premises of the park or;
 - (ii) for any loss, theft, damage or injury to any property upon the lands and premises of the park however caused.
14. Trent Hills covenants to indemnify the CVCA against all claims by any person arising from any want of maintenance of the lands and premises of the park and anything done or admitted on or in the vicinity of the lands and premises of the park or any other thing whatsoever, whether arising from any breach or default or from any negligence by Trent Hills, its agents, contractors, employees, invitees or licensees or from any accident, injury or damage or any other cause whatsoever. This indemnity shall extend to all costs, counsel fees, expenses and liabilities which the CVCA may incur with respect to any such claim.

Insurance

15. Trent Hills shall provide comprehensive public liability insurance for the park at a minimum amount of \$10,000,000.00 per claim. Trent Hills shall name the CVCA as an additional named insured under the insurance policy and agrees to furnish the CVCA with an updated Certificate of Insurance throughout the term.

Early Termination

16. The parties agree either party may terminate this lease and its obligations hereunder at any time during the term on sixty (60) days written notice.

Assignment

17. Trent Hills and the CVCA covenant and agree that Trent Hills shall not at any time assign this lease or sublet any part or parts of the premises without the written consent of the CVCA, which consent shall not be unreasonably withheld.

Payments

18. All correspondence regarding rental payments and written notices between the parties shall be to the addresses as follows:

Crowe Valley Conservation Authority
70 Hughes Lane
P.O. Box 416
Marmora, Ontario
K0K 2M0
Attn: Tim Pidduck,
General Manager/
Secretary-Treasurer


The Corporation of the Municipality
of Trent Hills
P.O. Box 1030
66 Front Street South
Campbellford, Ontario
K0L 1L0
Attn: Mike Rutter, C.A.O.

IN WITNESS WHEREOF the parties hereto have entered this lease as evidenced by the signatures of their duly designated and authorized signing officers who have authority to bind same.

SIGNED, SEALED AND DELIVERED

In the presence of:

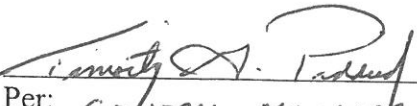
) THE CORPORATION OF THE
) MUNICIPALITY OF TRENT HILLS
)

) 
) Per: HECTOR MACMILLAN, MAYOR
)

) 
) Per: MARGARET MONTGOMERY, CLERK
)

) THE CROWE VALLEY
) CONSERVATION AUTHORITY
)

) 
) Per: Suzanne Partridge, Chair
)

) 
) Per: GENERAL MANAGER, GENERAL MANAGER
TIM PIDDUCK