

CORPORATION
OF THE
TOWN OF NIAGARA-ON-THE-LAKE

BY-LAW NO. 2025-026

A BY-LAW TO AUTHORIZE AN AGREEMENT BETWEEN THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE AND HIS MAJESTY THE KING, IN RIGHT OF CANADA (Collingwood Street Range Light Property)

BE IT ENACTED AS A BY-LAW OF THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE as follows:

1. THAT the agreement dated the 1st day of June 2025 between the Corporation of the Town of Niagara-on-the-Lake and His Majesty the King, In Right of Canada, be and the same is hereby approved; and
2. THAT the Lord Mayor and Clerk be authorized to affix their hands and the Corporate Seal; and
3. THAT this by-law shall come into force and take effect immediately upon the passing thereof.

READ A FIRST, SECOND AND THIRD TIME AND PASSED THIS 29th DAY OF APRIL 2025

LORD MAYOR GARY ZALEPA

TOWN CLERK GRANT BIVOL



Fisheries and Oceans
Canada

Pêches et Océans
Canada

LEASE AGREEMENT

THIS AGREEMENT made as of the First day of April, 2025

BETWEEN:

THE TOWN OF NIAGARA-ON-THE-LAKE
1593 Four Mile Creek Road
P.O. Box 100 Virgil, Ontario LOS 1TO
(hereinafter called "the Lessor")

and

HIS MAJESTY THE KING IN RIGHT OF CANADA
As represented by the Minister of Fisheries & Oceans
520 Exmouth St. Sarnia, ON N7S 4G3
(hereinafter called the "Lessee")

WHEREAS, The Lessor hereby represents to the Lessee that it is the owner in fee simple of that certain parcel or tract of land and premises (hereinafter called the "demised premises") described as:

ALL AND SINGULAR that certain parcel or tract of land lying and being in the Town of Niagara-on-the-Lake, Regional Municipality of Niagara and being composed of Part of Collingwood Street, Registered Plan M-18, which parcel may be more particularly described and shown as Part 1 on a Plan deposited in the Registry Office for the Registry Division of Niagara, North (No. 30) on the 18th day of February 1985 as Plan No. 30R-4101, and having the legal description PCL STREETS-1 SEC M18; COLLINGWOOD ST PL M18 EXCEPT PTS 6, 7 & 8 30R7709, PLAN M18 IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF THE PLANNING ACT ; NIAGARA ON THE LAKE.

AND WHEREAS the parties hereto have agreed to enter into this Lease.

NOW THEREFORE THIS LEASE WITNESSETH that the Lessor does hereby demise and lease unto the Lessee the demised premises herein described together with the right of ingress and egress for the Lessee's servants, agents and contractors.

TO HAVE AND TO HOLD the demised premises for and during the term of five (5) years to be computed from the first day June, 2025 and renewable as hereinafter provided.

YIELDING AND PAYING therefore for the said term subject to the provisions of this Lease, the sum of One Hundred Twenty-Five dollars (\$125.00).

1. The Lessor covenants with the Lessee for quiet enjoyment and to observe and perform all the covenants and provisos of the Lease on the part of the Lessor to be observed and performed.
2. The Lessor shall pay all real estate taxes, assessment rates and charges, which may at any time during the term of the Lease be imposed, assessed or levied in respect of the demised premises.



3. The Lessor acknowledges that it has been advised that the Lessee intends to construct, operate, and maintain a marine navigational aid on the demised premises, and commonly known as Niagara-on-the-Lake Range Rear, LL 550.
4. The Lessor covenants and agrees that it shall grant a licence, irrevocable for the term of this Lease, to the Lessee, His heirs and successors, servants, agents and contractors, with or without vehicles, equipment and machinery, to enter upon, over and across the adjacent lands of the Lessor, for the purpose of constructing, installing, maintaining and removing the said marine navigational aid.
5. That the Lessee, His officers, servants, employees and agents may, at any time during the currency of this Lease or within a reasonable time from the termination thereof, remove from the said land all materials, effects and things at any time brought or placed thereon or therein whether affixed to the demised premises or not by the Lessee, His officers, servants, employees and agents.
6. The Lessor covenants and agrees that the Lessee shall be permitted to fell, cut, trim, log or remove any trees or brush on the demised premises or the Lessor's adjacent lands which, in the sole discretion of the Lessee, is necessary to enable the Lessee to construct and maintain the navigational aid or is necessary to ensure that the marine navigational aid is visible to vessels.
7. That the Lessors shall not at any time during the currency of this Lease, place, construct, erect or permit to be brought or to grow anything on the demised premises which may cause interference with or obstruct the full visibility of the marine navigational aid in any direction, by day or by night.
8. The Lessor covenants and agrees that the Lease may be terminated at any time by written notice given by the Lessee, such notice to be signed by or on behalf of the Minister of Fisheries and Oceans and thereupon, after the delivery or mailing of such notice in writing, this Lease shall be determined and ended.
9. The Lessee covenants and agrees that the Lessor may terminate this Lease at any time by giving the Lessee 365 days written notice of termination.
10. The Lessee covenants and agrees that it will remove the said marine navigational aid upon the termination of the term of the lease or within one-hundred eighty (180) days thereafter.
11. Notwithstanding any of the foregoing, any notice required to be given to any party shall be sufficiently given, in the case of the Lessor, if personally served or if forwarded by registered mail or e-mail. Such notice if forwarded by registered mail shall whenever mailed be deemed to be served on the fifth business day following the date it is so mailed and the following business day if delivered by email.

To the Lessor:

THE TOWN OF NIAGARA-ON-THE-LAKE
1593 Four Mile Creek Road P.O. Box 100 Virgil, Ontario LOS 1T0



Email: christie.new@notl.com

To the Lessee:

Department of Fisheries and Oceans

Attention: Real Estate Officer

520 Exmouth St Sarnia, ON N7T 8B1

E-mail: DFO.OPRPESSClientServices-ServicesauxclientsBIESSOP.MPO@dfo-mpo.gc.ca

12. There are no representations, warranties, conditions or collateral agreements, expressed or implied, relating to or in any way affecting this agreement or the rights of the parties other than as herein contained.

13. The Lessor shall not have any claim or demand against HIS MAJESTY THE KING in Right of Canada or any of His servants or agents for detriment, damage, injury or loss of any nature whatsoever or howsoever caused to the land, or to any person or property including any crop, trees, theft, vandalism of motor or other vehicles, farm implements, materials, supplies, articles, effects or things at any time brought, placed, made or being on or about the land, unless such damage or injury is due to the negligence of any officer or servant of HIS MAJESTY while acting within the scope of his duties or employment.

14. No member of the House of Commons shall be admitted to any share or part of this agreement or any benefit to arise therefrom.

15. Wherever the singular or masculine are used in this agreement, they shall be construed as meaning the plural or feminine where the context or the parties hereto so require.

16. This agreement and everything herein shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators and assigns respectively.

17. This Lease may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original of this Lease and such counterparts together shall constitute but one and the same instrument.

18. If upon the expiration of the term of this Lease, as the same may have been renewed, or other termination of the same, the Lessee holds over the demised premises and without any express agreement as to a new term, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be a monthly tenant only.

19. The Lessee has the right to assign this Lease or any part thereof for the purpose of operating, maintaining and repairing a marine navigational aid.

20. The Lessor hereby grants to the Lessee the option to renew this Lease for additional terms of five (5) years, upon the terms and conditions contained herein, excepting this right of renewal, by written notice of the Lessee's intention to renew given to the Lessor at least six months prior to the expiration of the term hereby granted.

21. If the Lessee exercises the option provided for in clause 19, she shall pay the Lessor the sum



Fisheries and Oceans
Canada

Pêches et Océans
Canada

of One Hundred Twenty-Five dollars (\$125.00) in advance on June 1, 2030 and any renewal date thereafter.

IN WITNESS WHEREOF the Minister of Fisheries and Oceans on behalf of HIS MAJESTY THE KING, in right of Canada and the duly authorized officer of the Lessor have executed this Lease.

HIS MAJESTY THE KING in right of Canada, as represented by the Minister of Fisheries and Oceans and acting through the Regional Director, Real Property and Environmental Management

Marc-André Meunier, Assistant Commissioner, CCG

The Corporation of the Town of Niagara-on-the-Lake

Lord Mayor, Town of Niagara-on-the-Lake

Date: _____