

LEASE AGREEMENT

THIS LEASE made, in duplicate, this 11th day of ~~June~~^{July}, 1994

BETWEEN: THE CORPORATION OF THE TOWNSHIP OF COLLINGWOOD

(hereinafter called the "Landlord")

OF THE FIRST PART

AND: BLUE MOUNTAIN RESORTS LIMITED

(hereinafter called the "Tenant")

OF THE SECOND PART.

WHEREAS the Parties hereto have entered into a previous agreement dated the 14th day of June, 1993 wherein the Landlord has allowed the Tenant the right to construct a pumphouse and intake pipes to and on the bed of Georgian Bay on the lands described in Schedule "A" attached hereto for the purpose of conveying water to the Tenant.

NOW THEREFORE this Agreement witnesseth that in consideration of Two (\$2.00) Dollars paid by each of the Parties to the other (the receipt and sufficiency of which is hereby acknowledged), and in consideration of the mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. The Landlord hereby leases to the Tenant a portion of the lands known as Part Lot 22, Concession 2, and Part of Lots 1 and 2, Plan 529, Township of Collingwood, County of Grey, and the proposed waterlot situated to the north thereof and all being more particularly described on Schedule "A" attached hereto (hereinafter referred to as the "Premises"), for a term of thirty (30) years commencing on the 1st day of June, 1994 at a rental of One (\$1.00) Dollar for the said thirty (30) year term. It is agreed that this Lease may be renewed at the request of the Tenant for a second consecutive thirty (30) year term upon the same terms and conditions and the same monetary consideration at the request of the Tenant. The Tenant agrees that the lands subject to this Lease shall only be used for the intake of non-potable water, the pumping of non-

potable water and the conveying of non-potable water to the Tenant's recreational operations.

- 2. The Landlord further agrees to allow the Tenant unrestricted access from the Highway No. 26 frontage to and around the pumphouse building; it being agreed that the purpose of this access is strictly for the use of maintenance vehicles and personnel directly associated with a normal day to day operation and maintenance of the pumphouse. The access referred to in this Agreement shall apply to the Tenant, its contractors, sub-contractors, agents or employees, and the Landlord further agrees not to impede access to the pipelines or the pumphouse by way of buildings, landscaping or other activity.*
- 3. The Tenant agrees that it shall properly maintain and repair the pumphouse building, including all external walls, doors, roof and associated fixtures. Any remedial construction or restoration works that may be required shall be completed at the sole expense of the Tenant and to the complete satisfaction of the Township, and the Township shall be given reasonable notice prior to the initiation or completion thereof.*
- 4. The Tenant acknowledges that the paramount use of the land surrounding the pumphouse is for public recreational uses, and the Tenant agrees that the performance of all maintenance, whether by the Tenant its contractors or sub-contractor or its agents and employees, shall be performed so as not to constitute an undue nuisance or disturbance to abutting or other property owners or recreational users of the lands of the Landlord.*
- 5. The Tenant agrees that it shall provide appropriate proof that adequate insurance is in place annually, and the Tenant will save harmless the Landlord against any liability and damages resulting from the operation of the pumphouse building and the related operational facilities.*
- 6. The Tenant agrees that the Landlord may enter and view the state of repair upon giving reasonable notice, and the Tenant agrees that it will not assign its rights herein without the leave of the Landlord; provided however that such leave will not be unreasonably withheld, and provided always that the Tenant may assign for the purpose of any mortgage financing, and the approval of the Landlord will not be required in the event of the sale by the Tenant of its primary operations.*
- 7. The Landlord agrees that the public washroom facilities which are attached to*

the pumphouse building will be properly maintained and repaired by the Landlord, and such maintenance shall be deemed to include maintaining access to the site around the pumphouse building during the summer season, and all landscape works shall be maintained and repaired by the Landlord to municipal standards.

8. *The Landlord covenants with the Tenant for quiet enjoyment pursuant to the terms of this Lease Agreement.*
9. *This Lease Agreement shall enure to the benefit of and be binding upon the Parties hereto their respective successors and permitted assigns.*

IN WITNESS WHEREOF *the Parties hereto have hereunto caused their respective corporate seals to be affixed hereto duly attested to by the hands of their proper signing officers in that regard as of the day and year first above-written.*

SIGNED, SEALED AND DELIVERED

**THE CORPORATION OF THE
TOWNSHIP OF COLLINGWOOD**

Per:

D. J. McNichol, Reeve

Chris Fawcett, Clerk

*(We have authority to bind the
corporation.)*

BLUE MOUNTAIN RESORTS LIMITED

Per:

Gordon Canning, President

George Weider, Chairman of the Board

*(We have authority to bind the
corporation)*

SCHEDULE "A"

Description of Lands

Part Lot 22, Concession 2, and Part Lots 1 and 2, Plan 529, Township of Collingwood, County of Grey;

AND

Proposed Water Lot situate to the North thereof

all as generally depicted on Drawing No. PP-1, Job Number 92162 dated November, 1991 and prepared by C. C. Tatham & Associates Ltd., Collingwood, Ontario

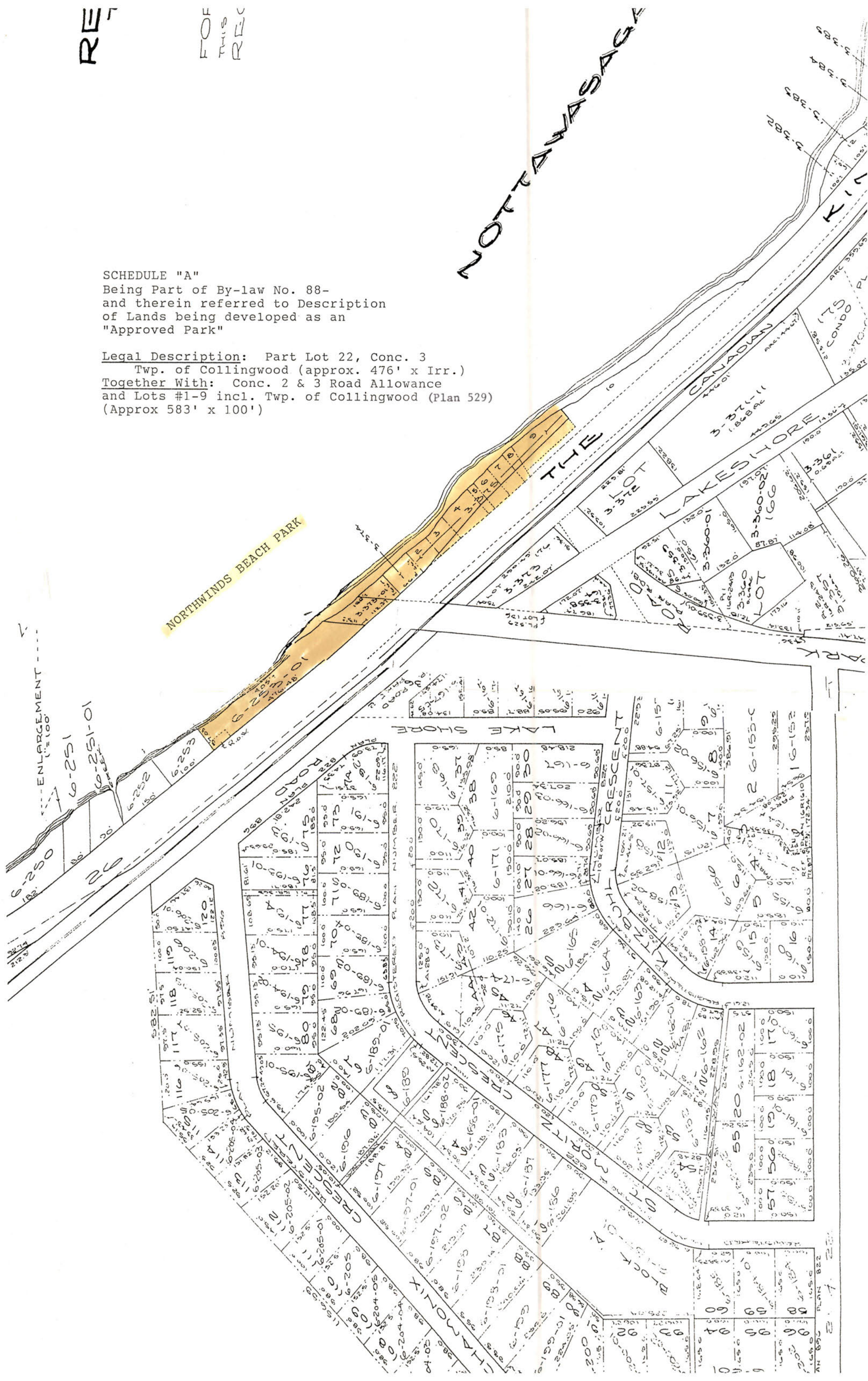
(said description to be augmented by Reference Plans prior to registration of this agreement)

LOVE

NOT A WASA

Being Part of By-law No. 88-
and therein referred to Description
of Lands being developed as an
"Approved Park"

Legal Description: Part Lot 22, Conc. 3
Twp. of Collingwood (approx. 476' x Irr.)
Together With: Conc. 2 & 3 Road Allowance
and Lots #1-9 incl. Twp. of Collingwood (Plan 529)
(Approx 583' x 100')



MINUTES OF COUNCIL MEETING - APRIL 11, 1994

page MINUTE

Resolution No. 18

Moved By: W.C. Knott
Seconded By: R. Arthur

Re: Beaver Valley Recreation Centre (Arena) Parking
Lot - **Asphalt Paving**

THAT Council approves awarding of a contract for
Asphalt Paving of the Parking Lot to Seeley and Arni
Construction Ltd. at a tendered price of \$58,231.80
plus G.S.T.

CARRIED...

Resolution No. 19

Moved By: W.C. Knott
Seconded By: D. Lessels

THAT George Lee's time and expenses in the amount of
\$429.00 for the months of March and April be paid by
the Treasurer.

CARRIED...

Resolution No. 20

Moved By: D. Lessels
Seconded By: R. Arthur

THAT the Reeve and Clerk are hereby authorized to
execute a Site Plan Agreement with Jacob's Hold Inc.
a condition of Grey County Planning Approval Committee
Decision B247/92, Part Lot 31, Concession 9.

CARRIED...

Resolution No. 21

Moved By: W.C. Knott
Seconded By: D. Lessels

THAT the Clerk be authorized to purchase one
navigation/warning buoy from the Canadian Coast Guard
it being understood and agreed Blue Mountain Resorts
will pay all associated costs.

CARRIED...

Resolution No. 22

Moved By: D. Lessels
Seconded By: R.B. Waind

THAT Council receive the Minutes of the Parks Board
dated April 5th.

CARRIED...

Resolution No. 3

Moved By: W. Knott
Seconded By: R. Arthur

THAT Resolution No. 21 of April 11, 1994 is hereby rescinded.

CARRIED...

Resolution No. 4

Moved By: R.B. Waind
Seconded By: D. Lessels

THAT the Clerk is hereby authorized to purchase one, .3 metre "Ottawa River" type warning/navigation buoy from the Canadian Coast Guard for use as a water intake marking device.

CARRIED...

.....
D.J. MCNICHOL, REEVE

.....
CHRIS FAWCETT, CLERK-MANAGER

Regarding a request from David Wood for Watch for Children signs at Redwing, Council concurred to have the signs installed.

The Deputy-Clerk then presented Clerk's Business as listed on the agenda.

Regarding a Site Plan Agreement for the Hauswirth Bed and Breakfast proposal, Council concurred to have the agreement modified to show the applicant having insurance to save the Township harmless against patron's use of the private road, the zoning by-law amendment to be passed following execution of the agreement.

Regarding a draft lease to Blue Mountain Resorts for the Northwinds Pump House and proposed water lot, Council discussed the two consecutive 30 year terms as well as restoration of the site should the works not be required. Council concurred that municipal solicitor Paul Shaw briefly review of lease.

Regarding the Long Point Road Drain, Council concurred to leave the drain as proposed and Mr. Pepper be so notified.

Regarding a request from David Eaton to construct a garage closer to the road than the main dwelling on his lands at part Lot 21, Concession 5, Council concurred to process a zoning by-law amendment to consider same.

Regarding a request from Mr. W.H. Abramson to remove dead wood from Block "B" owned by the Township surrounding the Swiss Meadows water system, Council concurred the dead wood may be removed.

Councillor Lessels then reported on an Open House for the Canada Day Long Weekend planned by Ken Knapman at the Depot.

Deputy Reeve Arthur then reported on the new Niagara Escarpment Plan, noting it contained everything expected to be in it.

Council then dealt with the following Resolutions.

Resolution No. 1

Moved By: R.B. Waing
Seconded By: R. Arthur

THAT this Council adopt and submit for formal approval the Canada/Ontario Infrastructure Program dated June 27, 1994 presented by our Treasurer this date.

CARRIED...

being paid, and be it also resolved that this municipality will not tolerate the implementation of a fee for doing what they are already being paid for and that this downloading of a provincial function to the local municipalities be strenuously opposed not only by this municipality but also that this resolution be forwarded to the Provincial Treasurer, the Premier, the local member of Parliament and to A.M.O. in order that this practice be terminated before it takes effect or as soon as possible, if already in place, as it is not properly a charge that ought to be passed on to the local municipalities, especially in light of the fact that the Province itself saw fit to remove the assessment function from the local municipalities several years ago.

Carried...

Resolution No. 16

Moved By: R. B. Waind
Seconded By: W. Knott

THAT the Reeve and Clerk are hereby authorized to execute a lease agreement with Blue Mountain Resorts Limited for the lease of a portion of Northwinds Beach and immediate vicinity for the use of intake, pumping and conveying of non-portable water for the tenants recreational operations.

Carried...

Resolution No. 17

Moved By: D. Lessels
Seconded By: R. B. Waind

THAT this Council adjourn to meet on Monday, July 18 at 4:00 p.m. or at the call of the chair.

Carried...

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D. J. MCNICHOL, REEVE

.....
STEPHEN KEAST, DEPUTY-CLERK