

# The Corporation of the Municipality of Brockton



## By-Law 2020-023

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Being a By-Law to Authorize the Signing of a Lease Agreement between Angela and David Kleist and the Corporation of the Municipality of Brockton for the Purpose of Leasing 50 East Ridge Road and 32 Cunningham Road in Walkerton

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**Whereas** The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with Angela and David Kleist with respect to leasing two municipal properties known as 50 East Ridge Road, Walkerton and 32 Cunningham Road, Walkerton and legally described as PT PARK LT 47 PL 162, PTS 2, 3, 4 & 5 3R9442; PT PARK LT 48 PL 162 & PT LTS 32-35 CON 1 NDR BRANT, PT 3R9442; S/T EASEMENT OVER PTS 3 & 4 3R9442 AS IN R382938; MUNICIPALITY OF BROCKTON; BEING ALL OF PIN #33196-0532 (LT);

**And Whereas** the Corporation of the Municipality of Brockton is the owner of 50 East Ridge Road, Walkerton and 32 Cunningham Road, Walkerton former Town of Walkerton, Municipality of Brockton;

**And Whereas** Angela and David Kleist are desirous of leasing such premises under the Land Lease Agreement outlined in Schedule "A" attached hereto;

**Now Therefore** the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enters into a tenancy agreement with Angela and David Kleist which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated March 10, 2020, between the Corporation of the Municipality of Brockton and Angela and David Kleist is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "Kleist Lease Agreement By-Law".

**Read, Enacted, Signed and Sealed this 10th day of March, 2020.**

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Mayor – Chris Peabody

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Clerk – Fiona Hamilton

## Land Lease Agreement

**This Lease** (this "Lease") dated this    day of February, 2020

**Between:**

**The Corporation of the Municipality of Brockton**  
A Municipal Corporation in the Province of Ontario  
incorporated pursuant to the *Municipal Act, 2001*

(hereinafter called the "Landlord")  
Of The First Part

-And-

**Angela Kleist**

(the "Tenant")  
Of The Second Part

-And-

**David Kleist**

(the "User")  
Of The Third Part

**In Consideration Of** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord for the purpose of farming the land with the User, and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Landlord, Tenant and User to this Lease (the "Parties") agree as follows:

### 1. Leased Property

11. The Landlord hereby leases to the Tenant, subject to all easements now existing or which the Landlord may grant in the future, the properties municipally known as 50 Eastridge Road, Walkerton, Ontario and 32 Cunningham Road, Walkerton, Ontario, and legally described as:

PT PARK LT 47 PL 162, PTS 2, 3, 4 & 5 3R9442; PT PARK LT 48 PL 162 & PT LTS 32-35 CON 1 NDR BRANT, PT 3R9442; S/T EASEMENT OVER PTS 3 & 4 3R9442 AS IN R382938; MUNICIPALITY OF BROCKTON; BEING ALL OF PIN# 33196-0532 (LT),

And more fully described in Schedule "A" attached hereto and hereinafter referred to as the "Demised Premises".

12. At the Landlord's sole discretion, upon written notice to the Tenant, the land included within the Demised Premises may be reduced, and such designated land be returned to the exclusive possession of the Landlord, (the "Recaptured Land") on the date provided within such written notice.

- 1.2.1. If the Recaptured Land, at the time when the written notice under this section is received by the Tenant, is seeded with crops as set forth in Section 5.1.3.1 , and such crops cannot be harvested by the date it is returned to the Landlord's possession, the Landlord will pay to the Tenant in compensation the following:

The acreage planted with such crops, being organic crops, multiplied by the average bushel per acre produced of these types of crops by local farms in the Walkerton area, multiplied

by the price received by those local farms for these types of crop, for the calendar year in which the Recaptured Land was returned to the Landlord.

1.2.2. The rent payable by the Tenant to the Landlord under Section 3.1 will be adjusted to reflect the lesser acreage included in the Demised Premises. However, if compensation is paid under Section 1.2.1 above, no adjustment shall be made for the rent payable by the Tenant for the calendar year in which the Recaptured Land was returned to the Landlord.

## **2 Term of the Lease**

21. The duration of this Lease, (the "Term"), subject to Section 2.2 below, is three (3) years, beginning on January 1, 2020 (the "Commencement Date") and ending on the day of December 31, 2022 (the "Termination Date"), unless otherwise terminated in accordance with the provisions of this Lease.
22. At the sole option and discretion of the Tenant, the Term of this Lease may be renewed for a further two years as set out below:
  - a) If written notice is not provided by the Tenant to the Landlord by December 1, 2022, of the exercising of this option to renew the term of this Lease from January 1, 2023 to December 31, 2023, any and all options contained within this Section, including but not limited for the period from January 1, 2024 to December 31, 2024, shall become null and void; and
  - b) If written notice has been provided under subparagraph a) above, but further written notice is not provided by the Tenant to the Landlord by December 1, 2023, of the exercising of this option to renew the term of this Lease from January 1, 2024 to December 31, 2024, any and all options contained within this Section 2.2 shall become null and void.
23. Notwithstanding any other provision contained in this Lease, if the Landlord or the Tenant provides written notice to the other of terminating this Lease, it shall terminate at the end of the calendar year in which such notice was provided.
24. The Parties hereby expressly disclaim any intention to create, and nothing in this Lease shall be deemed to create, a partnership or joint venture between them and neither of the Parties hereto shall have authority to act for or to assume any obligation or responsibilities on behalf of the other except as otherwise expressly provided herein.

## **3 Rent**

31. The Tenant shall pay to the Landlord annual rent for the Demised Property of \$100.00 per acre, being \$5,350.00 in total in relation to the fifty-three and a half (53.5) acres, more or less, and described in Schedule "A", which include Harmonized Sales Tax ("HST"), if applicable.
32. The Tenant shall pay the amount owed for rent in two installments to be made on the following days of the calendar year:
  - a) March 31<sup>st</sup>, in the amount of one thousand (\$1,000.00) dollars; and
  - b) On or before December 15th, in the amount of four thousand three hundred and fifty (\$4,350.00) dollars.
33. Upon default in payment of any rent under this Lease by the Tenant, calculated from the due date of such payment thereof until it is fully satisfied, the Tenant shall pay to the Landlord interest on this amount, compounded monthly, of the lesser of the prime rate established by the Landlord's

bank from time to time plus one percent per annum and the maximum rate permitted by applicable law.

#### **4. Landlord's Covenants, Representations and Warranties**

41. Subject to Tenant performing and fulfilling all of its obligations under this Lease, the Landlord covenants:
  - a) To provide for the quiet enjoyment of the Demised Premises by the Tenant; and
  - b) To perform and fulfil the obligations of the Landlord provided within this Lease.
42. The Landlord shall maintain appropriate insurance in relation to the Demised Premises, including occupier's insurance for coverage for third-parties entering onto the Demised Premises, in accordance with any applicable law and which a prudent and reasonable landlord in similar circumstances would obtain.
43. The Landlord makes no representations or warranties regarding the Demised Premises, nor does the Landlord represent or make any warranties that any of the land which is the subject of this Lease is cultivated or suitable for farming. The Tenant and User acknowledge that they are relying upon their own estimate and judgment.
44. The Landlord, its agents, and its employees shall not be liable for any damage to the Demised Premises or any property located thereon, for any damage caused by anything done or omitted to be done by any person or for damage caused to property, crops or other valuables of the Tenant.

#### **5. Tenant's Covenants, Representations and Warranties**

51. The Tenant covenants to fulfil all of its obligations under this Lease, including but not limited to:
  - 5.1.1. **Rent** The Tenant shall pay all amounts required under this Lease to the Landlord.
  - 5.1.2. **Use**
    - 5.1.2.1. The Tenant and the User shall not build any structure, barn, shed, fuel storage facility, or feed storage facility, temporary or permanent, without the written consent of the Landlord. The Tenant or User shall not remove, alter or change the style or position of any fences, without the consent of the Landlord in writing. At the end of the Term of this Lease, the Tenant shall be responsible for returning the property to its condition existing at the beginning of this Lease.
  - 5.1.3. **Farming Practices**
    - 5.1.3.1. The Tenant and User shall grow on the Demised Premises crops consisting of soybeans and peas, rotated on a year-about basis, for the duration of this Lease. No other use is allowed by the Tenant or User under this Lease without the written consent of the Landlord. The Tenant and User shall maintain a buffer zone, as defined in the Organic Production Systems General Principles and Management Standards (the "Standards"), along the entire circumference of the Demised Premises and fully within the boundary of the Demised Premises to the extent and in the manner established by the Standards.
    - 5.1.3.2. The Tenant and User shall follow all accepted industry standards and practices for

organic farming. All decisions, including with respect to cultivation, tilling or fertilizing, shall be in accordance with good farming practices. The Tenant and User shall employ adequate methods to the Demised Premises to maintain proper crop nourishment, and shall, during the term, pull up or otherwise destroy noxious weeds of all kinds which may grow upon the Demised Premises to the standard consistent with organic farming practices. The Tenant and User shall not sow, or permit to be sown any grain infected by smut or containing any foul seeds or noxious weeds, and will not suffer or permit any such foul seeds or noxious weeds to go to seed on the Demised Premises. This clause shall not supersede the provisions contained in the *Weed Control Act, R.S.O. 1990, c. W.5* and all amendments thereto.

- 5.133. The Tenant and User shall comply with all applicable laws, regulations, and orders relating to the occupation or use of the Demised Premises.
- 5.134. The Tenant and User shall do what is reasonably necessary to control soil erosion and to abstain from any practice which will cause damage to the Demised Premises. The Tenant and User shall not remove sand, gravel, topsoil or minerals from the Demised Property. The Tenant and User shall also not permit or allow the accumulation of any waste material, debris, refuse or garbage on the Demised Premises.
- 5.135. The Tenant and User shall keep the mouths of all underdrains on the Demised Premises open and free from obstruction and in good running order at all times during the Lease, and will not suffer or permit such drains or the water-courses in any open ditches on the Demised Premises, to become obstructed, but will keep them free and clear for the escape of the water flowing therein. The parties to the Agreement acknowledge and agree that any drains currently on the property at the commencement of this Lease will remain in the same condition on the date this Lease is terminated. Neither the Landlord nor the Tenant or User shall be required to repair any drains that are collapsed on the Demised Premises as of the date this Lease commences.
- 5.136. The Tenant or User shall not cut down timber or trees of any kind, for any purpose whatsoever, unless consented to by the Landlord. The Tenant or User shall immediately report to the Landlord any circumstances where trees or shrubs have the appearance of being diseased or infected with insects, if known to the Tenant or User.

#### **5.1.4. Farming Costs**

- 5.141. The Tenant shall be responsible for payment of all of the costs and expenses associated with the Tenant's obligations hereunder directly to the appropriate party as they come due and shall, at the Landlord's request, provide the Landlord with copies of receipts or other proof acceptable to the Landlord that such costs have been paid.
- 5.142. If the Tenant fails to perform any obligation under this Lease or to pay any costs and expenses as set out herein, the Landlord may at its sole option and discretion, on ten (10) days written notice to the Tenant, perform such obligation or pay such amounts on behalf of the Tenant and the Tenant shall forthwith upon receipt of an invoice therefore reimburse the Landlord the costs of such action or the amount of such payment.

### 5.1.5. Insurance

- 5.15.1 The Tenant shall maintain comprehensive farm liability insurance applying to all operations of the Tenant and against claims for bodily injury, including death, and property damage or loss arising from the use or occupation of the Demised Premises by the Tenant or User, in at least the combined amount of two (2) million (\$2,000,000.00) dollars.
- 5.15.2 The policy of insurance for the Tenant shall contain the provision that it shall not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation shall be effective.
- 5.15.3 Evidence of the Tenant maintaining sufficient insurance as required by this Lease shall be provided to the Landlord upon request.
- 5.15.4 The Tenant or User shall not do, omit to do, or permit to be done anything which will cause or shall have the effect of causing the cost of the Landlord's insurance in respect of the Demised Premises and surrounding property to be increased at any time during the term or any policy of insurance on or relating to the Demised Premises and surrounding property to be subject to cancellation.

### 5.1.6. Indemnity

- 5.16.1 The Tenant and User shall indemnify and save harmless the Landlord and its agents and employees from any and all liabilities, damages, costs, claims, suits, or actions growing or arising out of:
- a) Any breach, violation or non-performance of any covenant, condition, or agreement in this Lease set forth and contained on the part of the Tenant or User to be fulfilled, kept, observed and performed; and
  - b) Any injury to person or persons, including death, resulting at any time from anything occurring in or about the Demised Premises to the Tenant, its employees, its agents or the User.
- 5.16.2 This indemnification by the Tenant and User shall survive the termination of this Lease.

## 6 Right of First Refusal

- 61 Deana Maureen Angela Kleist, the Tenant to this Lease, is the registered owner of the abutting property to the Demised Premises, legally described as:
- PT PARK LT 47-48 PL 162; PT LT 32-35 CON 1 NDR BRANT; MUNICIPALITY OF BROCKTON;  
BEING ALL OF PIN#33196-0533 (LT), (hereinafter referred to as the "Kleist Property").
- 62 During the Term of the Lease, and any renewal thereof, in the event that the Tenant receives a bona fide written offer to purchase the Kleist Property or any portion thereof or interest therein (the "Offer"), which Offer it is willing to accept, the Tenant shall give the Landlord written notice of the intention to sell the premises or any portion thereof or interest therein as set out within the Offer. Such notice shall state the price, terms and conditions contained within the Offer. For the period of thirty (30) days following the receipt of such notice by the Landlord (the "Notice Period"), the Landlord shall have in priority the option to purchase the Tenant's interest at the same price, terms, and conditions as stated in the Offer and the Tenant's written notice ("Option

to Purchase"). If the Landlord desires to exercise the Option to Purchase, the Landlord shall deliver written notice to the Tenant within the Notice Period and upon such delivery shall constitute a binding Agreement of Purchase and Sale. If the Landlord does not exercise the Option to Purchase within the Notice Period, the Tenant shall be free to sell its interest under the price, terms and conditions of the Offer.

63. During the Term of the Lease, and any renewal thereof, at the sole discretion of the Landlord, the Tenant shall consent to the registration of any notices relating to the right of first refusal contained within this section against the Kleist Property in the land titles system of the Province of Ontario.

## **7. Overholding**

- 7.1 If the Tenant continues to occupy the Demised Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to the rent payable under Section 3 and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year-to-year shall not be created by implication of law. Nothing herein contained shall preclude the Landlord from taking action for recovery of possession of the Demised Premises.

## **8. Landlord Rights of Inspection and Performance**

- 8.1 The Landlord or agent or employee may enter the Demised Premises to inspect same.
- 8.2 If the Tenant or User fails to observe, perform, or keep any of the provisions of this Lease to be observed, performed, or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant.
- 8.3 The Landlord shall have the right to enter the Demised Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. The Tenant shall forthwith upon receipt of an invoice therefor reimburse the Landlord the cost of such action or the amount of such payment.
- 8.4 Any expenditure by the Landlord incurred in any correction of a default of the Tenant shall not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

## **9. Events of Default and Bankruptcy**

- 9.1 Upon the occurrence of any of the following events (an "Event of Default"):
- a) The Tenant fail to pay any rent or other sums due hereunder when due, and such rent or other sums are not paid within five (5) days after notice is given by the Landlord of such non-payment;
  - b) The Tenant fail to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the Tenant and persists in the failure after ten (10) days' notice by the Landlord requiring the Tenant to remedy, correct, desist or comply (or such longer period as may be reasonably required to cure the breach given the nature of same); or

- c) The Tenant abandons the Demised Premises during the Term without the Landlord's written consent, or the Tenant does or permits anything causing cancellation or threat of cancellation of the Landlord's insurance for the Demised Premises;

Then the Landlord may, at its option, and in addition to and without prejudice to all rights and remedies of the Landlord available to it either under this Lease or applicable, cumulative or otherwise:

- i) Demand that all rent payable for the calendar year in which the Event of Default occurred shall immediately become due and payable and the Landlord may immediately distrain for the same, together with any arrears then unpaid;
- ii) Without notice or any form of legal process, forthwith re-enter upon and take possession of the Demised Premises;
- iii) Seize and sell any crops sown and then growing, any equipment or other property of the Tenant or User on the Demised Premises and may apply the proceeds thereof to all rent to which the Landlord is then entitled under this Lease; or
- iv) Terminate this Lease by giving the Tenant ten (10) days prior written notice; such termination shall be without prejudice to the Landlord's right to damages;

And the Tenant shall pay to the Landlord forthwith upon demand all expenses of the Landlord in re-entering, terminating, collecting sums due or payable by the Tenant or realizing upon assets seized including legal fees on a solicitor and client basis.

92. If the terms hereby granted, or any of the crops, goods, or chattels of the Tenant, shall be at any time during the term of this Lease be:

- a) Seized or taken in execution or attachment by any creditor of the Tenant;
- b) Subject to any Writ of Execution or attachment;
- c) At any time liable to seizure under any chattel mortgage; or
- d) Subject to the Tenant becoming bankrupt or insolvent and taking the benefit of any Act that may be in force for bankrupt or insolvent debtors;

Then the current applicable rent shall immediately become due and payable, and the term of this Lease, at the sole option of the Landlord, shall become forfeited by the Tenant. In every above case such rent shall be recoverable by the Landlord in the same manner as if they were rent in arrears.

93. The Tenant shall, immediately upon demand by the Landlord, remove or cause to be removed, and thereafter institute and diligently prosecute any action pertinent thereto, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant shall pay to the Landlord forthwith, the cost thereof, including the Landlord's complete legal costs on a full indemnity basis.

94. Neither this Lease nor any interest of the Tenant herein nor any estate hereby created will pass or enure to the benefit of any trustee in bankruptcy or any receiver or any assignee for the benefit of creditors of the Tenant or otherwise by operation of law.

## 10. Dispute Resolution

- 10.1 Negotiation.** The Landlord and the Tenant shall endeavour to resolve any dispute which may arise between them with respect to this Lease by negotiation. The Parties hereby agree to negotiate, promptly and in good faith, any matter a party may wish to negotiate.
- 10.2 Mediation.** The Landlord and the Tenant may agree to obtain the assistance of a mediator. The costs of any such mediator shall be shared equally by the Parties involved in the dispute. The Parties agree that no report of anything said or of any admission or communication made in the course of the negotiations or mediation shall be used as evidence or shall otherwise be admissible in any legal proceeding, except with the consent, in writing, of all of the parties involved in the dispute.
- 10.3 Arbitration.** If in the opinion of the Landlord or the Tenant, acting reasonably, it is unlikely to expect the matter in dispute as between the Parties to be resolved by continued negotiations or continued mediation, or if the matter is of such a significant nature to warrant it being addressed otherwise, then it is to be submitted to binding arbitration pursuant to the *Arbitration Act, 1991, S.O. 1991, c. 17* (Ontario), as amended. The sole arbitrator shall be appointed by agreement between the Parties or, in default of agreement, such arbitrator shall be appointed by a judge of the Superior Court of Justice. The binding arbitration shall be held in the Municipality of Brockton. The procedure to be followed shall be agreed by the Parties or, in default of agreement, determined by the arbitrator. The arbitrator shall have the power to proceed with the arbitration and to deliver his or her award notwithstanding the default by any Party in respect of any procedural order made by the arbitrator. The cost of such arbitrator shall be borne in accordance with the decision of the arbitrator. The decision arrived at shall be final and binding and no appeal shall lie therefrom. Judgment upon the award rendered by the arbitrator may be entered into any court having jurisdiction.

## 11. General

- 11.1 Registration.** The Tenant shall not register this Lease without the prior written consent of the Landlord.
- 11.2 Assignment and Subletting.** The Tenant shall not assign or sublet its interest in this Lease, or any part of its interest in this Lease, nor grant any licence or part of the possession of the Demised Premises or transfer any other right or interest under this Lease without the Landlord's written consent.
- 11.3 Assignment by Landlord on Sale of Property.** The Landlord may assign this Lease to a purchaser of the property including the Demised Premises with written notice to the Tenant.
- 11.4 Governing Law.** This Agreement is governed by, and interpreted and enforced in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in that province, excluding the choice of law rules of that province.
- 11.5 Sections and Headings.** The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

**11.6 Notices.** Any notice, demand, request, consent, agreement or approval which may or is required to be given pursuant to this Lease shall be in writing and shall be sufficiently given or made if served personally upon an officer of the party for whom it is intended, or couriered, or mailed by prepaid registered mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender, and in the case of:

a) To the Landlord, addressed to it at:

Municipality of Brockton 100 Scott Street, P.O. Box 68  
Walkerton, ON N0G 2V0  
Attention: Clerk  
Fax: (519) 881-2991  
Email:

b) To the Tenant, addressed to it at:

Angela Kleist  
388 Westwood Drive Walkerton, ON N0G 2V0  
  
Attention: David and Angela Kleist  
Fax:  
Email:

c) To the User, addressed to it at:

David Kleist  
388 Westwood Drive Walkerton, ON N0G 2V0  
  
Attention: David and Angela Kleist  
Fax:  
Email:

or to such other address or in care of such other officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally, by telecopy or email, shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, five (5) business days from mailing.

**11.7 Severability.** If any provision of this Lease or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions hereof and without affecting the validity or enforceability of such provisions in any other jurisdiction or its applications to other parties or circumstances.

**11.8 Further Assurances.** The Landlord and the Tenant shall at all times and from time to time hereafter and upon every reasonable written request so to do, make, do, execute, deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be required for more effectually implementing and carrying out the true intent and meaning of this Lease.

- 11.9. **Remedies Cumulative.** The remedies of a party under this Lease are cumulative and the exercise by such party of any right or remedy for the default or breach of any term, covenant, condition or agreement herein contained shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which such party may be lawfully entitled for such default or breach. Any waiver by such party of the strict observance, performance or compliance by another party hereto of or with any term, covenant, condition or agreement herein contained, or any indulgence granted by a party hereto to another party hereto shall not be deemed to be a waiver of any subsequent default or breach by such other party, not entitle such other party to any similar indulgence.
- 11.10. **Successors.** This Lease is binding on, and enures to the benefit of, the Parties and their respective successors.
- 11.11. **Time of Essence.** Time is of the essence for this Lease.
- 11.12. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties. There are no oral representations or warranties among the Parties of any kind. This Agreement may not be amended or modified in any respect except by written instrument signed by both Parties.
- 11.13. **Independent Legal Advice.** Each of the Parties acknowledges that it has read and understands the terms and conditions of this Lease and acknowledges and agrees that it has had the opportunity to seek, and was not prevented or discouraged by any other party from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Lease and that, if it did not avail itself of that opportunity before signing this Lease, it did so voluntarily without any undue pressure. A failure by a party to obtain independent legal advice shall not be used by it as a defence to the enforcement of its obligations under this Lease.

[SECTION INTENTIONALLY LEFT BLANK]

11.14 **Counterparts.** This Lease may be executed and delivered by counterparts with the same effect as if the Parties hereto have signed and delivered the same document. All counterparts shall be construed together and shall constitute one and the same agreement. Any delivery of an executed copy of this Lease by way of telecopy, facsimile or email transmission shall constitute delivery hereof.

**In Witness Whereof** the parties hereto have executed this Indenture of Lease under their respective corporate seals, as of the date first written above.

**Landlord**

The Corporation of the Municipality of Brockton

By: \_\_\_\_\_

Name: Chris Peabody

Title: Mayor

By: \_\_\_\_\_

Name: Fiona Hamilton

Title: Clerk

We have the authority to bind the Corporation of the Municipality of Brockton.

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness

User

\_\_\_\_\_

Name: David Kleist

Tenant

\_\_\_\_\_

Name: Angela Kleist, also known as  
Deana Maureen Angela Kleist