THIS LEASE AGREEMENT MADE the day and year written below:

BETWEEN:

THE CITY OF WINNIPEG

(hereinafter called the "City")

AND

THE HENTELEFF PARK FOUNDATION INC.

(hereinafter called the "Foundation")

WHEREAS the City is the owner of the lands in the City of Winnipeg in the Province of Manitoba legally described as follows:

Firstly: SP Lot 3, Plan 23848 WLTO

In RL 126 to 128, Parish of Saint Norbert

Secondly: Lot 2 and Public Reserve, Plan 40180 WLTO

In RL 126 and 127, Parish of Saint Norbert

(the "Park Site")

AND WHEREAS the said lands have been zoned as a PR. 2 (Park & Recreation) and are being developed for such purpose;

AND WHEREAS the City has named the Park Site "Henteleff Park";

AND WHEREAS it is the shared desire of the City and the Foundation to develop the Park Site as a passive park to which the public shall, at all times, and including the Leased Area, have access;

NOW THEREFORE, THIS AGREEMENT WITNESSETH in consideration of the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City shall lease to the HPF all that parcel of land shown illustrated and identified on Misc. Plan No. 14892 attached hereto as "Lease Area" (herein called the "**Land**") located at 1964 St. Mary's Road, Winnipeg, Manitoba.

2. The HPF shall have the use of the Land for a term of FIFTEEN (15) YEARS (herein called the "**Term**") commencing on the first day of the month following Council approval and ending on or until otherwise terminated as herein provided.

3. Provided that the HPF is not in default under its obligations herein contained or in the Henteleff Park Development and Management Agreement, and provided this Agreement shall not have terminated for any cause whatsoever, the HPF shall have the right to renew this Agreement for a further period of TEN (10) YEARS as and from the expiration of the term (herein called the "**Renewal Period**") on the same terms and conditions excepting this Clause 3, and provided that the annual rent during the Renewal Period shall not be less than the annual rent required to be paid during the term.

4. The HPF shall pay rent for the Term of the sum of ONE DOLLAR ($1.00) plus GST to the City, payable in advance.

5. The HPF further covenants and agrees with the City as follows:

   (a) In addition to the payment aforesaid, to pay all license fees, municipal taxes, school taxes and business taxes which may be charged in respect of the use and occupation of the Land by the HPF and any goods and services tax charged in respect of rent payable under the lease or in respect of the rental of space under the Agreement, whether such fees and taxes are charged by any municipal, provincial or federal authority or otherwise.

   (b) To comply with all applicable statutes, by-laws, ordinances and regulations of any Federal, Provincial or Municipal authority pertaining to the use and occupancy of the Land by the HPF, and it shall at its sole cost, effort and expense, obtain all necessary permits and shall comply promptly with all laws, by-laws, ordinances, rules, regulations, orders, requirements and recommendations of any and all federal, provincial, municipal and other governmental authorities or associations or insurance underwriters or agents which may be applicable to the HPF or to the manner of use of the Land.

   (c) To use the Land at the HPF's sole cost and expense for the development and maintenance of The Henteleff Park Foundation Inc. Interpretive Centre (herein called the "**Interpretive Centre**") and other like structures as defined in the Framework Plan in strict accordance with the Henteleff Park Framework Plan, a copy of which is attached hereto, for purposes related to the Park and the Interpretive Centre and not to use or permit the Land or any part thereof to be used for any other purposes.

   (d) Not to erect or permit the erection of any buildings or structures on the Land without the prior written consent of the Director but such consent shall not be unreasonably withheld.

(e) Prior to commencement of any work in respect of sub-clause 1(c) above, to provide to the City's Director of Planning, Property and Development (herein called the "**Director**") for approval, a site plan which shall include all proposed landscaping plans and a description of the proposed work including tree replacement.

(f) To replace, at its sole cost, effort and expense, any trees that it may remove from the Land.

(g) To indemnify and keep indemnified the City from and against all claims, actions or proceedings for loss, injury, damages or compensation by any person, firm or corporation, whether to real or personal property wheresoever situated, or by any member, employee, agent, licensee, invitee, tenant or third party whether claiming through or under the HPF or to the HPF's use of the Land, or the construction, maintenance, existence or use of any buildings erected thereon, or in any way connected therewith or otherwise by reason of the exercise by the HPF of the use hereby granted or the performance of or failure to perform its obligations hereunder.

(h) TO FURTHER SAFEGUARD THE CITY the HPF shall purchase and keep in force during the term of this Agreement:

(i) Comprehensive general liability policy, including but not limited to the following provisions:

- The City of Winnipeg to be added as an additional insured;
- The policy to contain both a cross-liability and contractual liability clause;
- Minimum limits of FIVE MILLION DOLLARS ($5,000,000.00), all inclusive;
- The policy to provide tenant's/licensee's legal liability;

(ii) An "all risks" property insurance policy for the full replacement of the cost of the Interpretive Centre and its contents, once the structure is constructed on the designated site.

and the HPF shall file with the City a Certificate of Insurance in a form satisfactory to the City Solicitor;

and the City shall have a right to alter the limits and coverages, acting reasonably, as required from time to time during the continuance of this Agreement;

and neither the HPF nor the Insurer under any or all policy or policies so maintained, shall at any time during the currency of this Agreement, cancel, materially alter or cause any or all such policy or policies to lapse without a minimum of thirty (30) days prior written notice being delivered to the City Solicitor.

(i) Not to file any Caveat or other encumbrance against the Land.

(j) To maintain, at its own expense, the Land in a neat and tidy manner to the satisfaction of the Director.

(k) Not to assign this Agreement nor sublet the Land without the prior written consent of the Director.

AND the HPF hereby acknowledges and agrees that any consent by the City to an assignment or sub-let shall not relieve the HPF of its obligations for the payment of rent and the performance of the terms and conditions contained in this Agreement.

(l) To assume all costs and expenses incurred by the City in repairing actual damage to the Land and/or utilities therein, which is caused by or arises out of the HPF's use and occupancy of the said land.

(m) To pay all utilities and operating costs in connection with its use and occupancy of the Land.

(n) To be totally responsible for all security costs as required, in connection with its use and occupancy of the Land.

(o) That this Agreement is subject to approval by City Council.

6. The HPF hereby acknowledges and agrees that the City has made no representation, warranties or guarantees of any nature or kind whatsoever as to the quality, condition or suitability of the Land for any use or purpose, nor as to any environmental conditions which may exist.

FURTHER, the HPF hereby acknowledges and agrees, that prior to the commencement of this Agreement, and upon not less than Forty-eight (48) hours notice given by the HPF to the City, it may, at its sole cost, effort and expense, conduct or cause to be conducted an Environmental Site Assessment including but not limited to soil testing of the Land, and in that event the HPF does hereby undertake to:

(a) maintain the Land in safe condition at all times during the conduct of any work done in pursuance of this Clause;

(b) restore the Land to the same condition as prior to its entering in or upon same in pursuance of this Clause;

(c) indemnify and save harmless the City from and against all damages and claims arising out of or in any way attributable to the conduct of any such Environmental Site Assessment; and

(d) provide copies of any such Environmental Site Assessment and/or Report concerning soil testing of the Land to the City for its own use, at no cost to the City.

AND FURTHER in the event it is determined as a result of said Environmental Site Assessment that contamination levels exceed Provincial Environmental Standards for the HPF's intended use of the Land and documentation to that effect is produced to the City prior to the commencement of this Agreement, the HPF may at its sole discretion, terminate this Agreement and all rights, interests, entitlements, obligations and liabilities on the parts of the respective parties hereto, shall be deemed null and void,

7. The HPF hereby further acknowledges and agrees that:

(a) it shall not at any time, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, or upon the Land or any part thereof, any noxious, noisome or offensive art, trade, business, occupation or calling and the HPF shall not do, omit or suffer or permit to be done or omitted in, on or upon the said land of any part thereof, anything whatsoever which shall or may be or grow to the annoyance, nuisance, damage or disturbance of the City or the owners or occupiers of neighbouring properties.

(b) it shall ensure that all environmental contaminants are received, handled, used, stored, treated, shipped and disposed of in the manner required from time to time by applicable laws, by-laws, regulations rules or requirements of all authorities having jurisdiction over the Land or the HPF.

(c) it is hereby further acknowledged and agreed by the HPF that it shall not at any time release into the environment or deposit, discharge, place or dispose of at, on or near the Land any dangerous goods as that term is defined in The Dangerous Goods Handling and Transportation Act, R.S.M. 1987, c.D12, as amended, replaced or substituted from time to time.

(d) it shall ensure that access to and use of the Land is maintained and conducted in a careful manner in accordance with good industry standards and in compliance with the provisions of any applicable environmental, health and/or safety statutes, regulations, orders or directives of any government or governmental agency having jurisdiction over such operations.

8. The parties agree each with the other as follows:

(a) The City shall retain its right to enter upon the Land at any time with or without equipment:

(i) to view the state of repair of the Land, and the HPF shall repair according to notice in writing given by the City. If the HPF fails to repair according to notice, the City may do such work at the sole cost and expense of the HPF, or

(ii) for the purpose of maintaining or repairing its utilities in or near to the said land, together with the right to enter upon and make full use of the Land at any time with or without equipment, for the purpose of renewing, altering or repairing its facilities including the right to exclude all others for as long as may be necessary to carry out such work; or

(iii) for any other purposes

without being responsible for any damage occasioned thereby.

AND the HPF hereby acknowledges and agrees that it shall assume all loss, injury and damage to the property of the HPF arising out of the doing of any act or thing by the City under this sub-clause 8(a), except as may be due to negligence on the part of the City.

(b) In the event of the HPF not complying with the terms and conditions contained in this Agreement and such default continues for a period of FIVE (5) days (or such

longer period as may be reasonably necessary if such default cannot be remedied within FIVE (5) days with reasonable diligence) after notice to remedy such default, this Agreement is subject to immediate cancellation by the Director.

(c) If the term hereby granted shall be at any time seized or taken in execution or attachment by any creditor of the HPF or its permitted assigns, or if the HPF or its permitted assigns shall make any assignment for the benefit of creditors or become bankrupt or insolvent, shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the current year's rental shall immediately become due and payable and the said term shall immediately become forfeited and void.

(d) Notwithstanding the forfeiture or termination of this agreement in any manner herein provided for, the HPF shall be and remain liable to the City for all payments due and obligations and liabilities incurred hereunder up to the date of such forfeiture or termination and for the fulfilment of all obligations herein contained on the part of the HPF to be observed and performed upon or after said forfeiture or termination.

9. (a) Any notice, request, statement or other writing pursuant to this Agreement shall be deemed to have been given if sent by prepaid or personal delivery as follows:

To the City:

Attention: Director
The City of Winnipeg
Planning, Property and Development Department
3rd Floor – 65 Garry Street
Winnipeg, MB R3C 4K4

With a copy to:

Attention: Director
The City of Winnipeg
Legal Services Department
3rd Floor – 185 King Street
Winnipeg MB R3B 1J1

To the HPF

Attention:
The Henteleff Park Foundation Inc.
748 Borebank Street,
Winnipeg, MB R3N 1G4

If delivered, notice shall be deemed duly given and received when delivered. If mailed, such notice shall be deemed to have been received by the City or the Association as the case may be, on the fourth (4th) business day after the date on which it shall have been so mailed;

(b) Either Party may, by notice to the other, from time-to-time, designate another address in Canada to which notices mailed more than ten (10) days thereafter shall be addressed.

10. Upon termination or cancellation of this Agreement in any such manner aforesaid, the HPF shall at its own expense, remove all its property and other materials, including but not limited to the Interpretive Centre, from the said land and restore the Land to a condition satisfactory to the Director. Should the HPF default in so doing, then in such event the City may remove the HPF's property and other materials including the Interpretive Centre, at the sole risk and expense of the HPF and the HPF shall pay to the City the entire cost and expense which may be incurred by the City in carrying out any such work or removal and/or disposal, and for the restoration of the Land to its satisfaction.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17 day of August 2015

THE CITY OF WINNIPEG

Per: _____
DIRECTOR of Planning, Property and Development

THE HENTELEFF PARK FOUNDATION INC.

Per: _____ President
Name: Saul Henteleff (affix corporate seal)
Title: President

Per: _____
Name: Yude M. Henteleff
Title: Member Emeritus

_____
Witness
Peter Arpin
Name (please print)
22317 Furby St
Address
Winnipeg, MB

Approved:

_____
Planning, Property and Development Department

Approved:

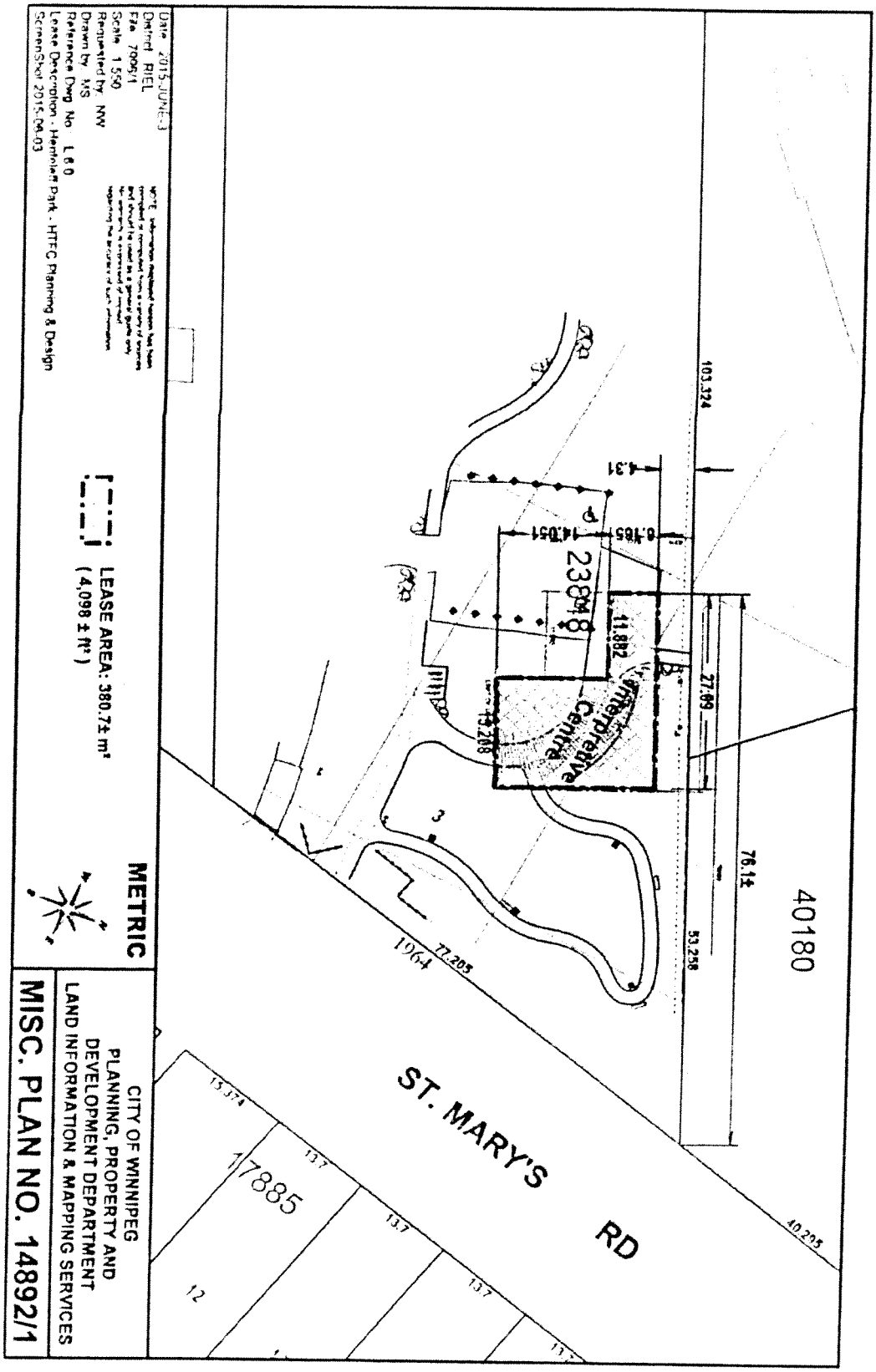
_____
Director of Public Works

~~**Approved:**~~

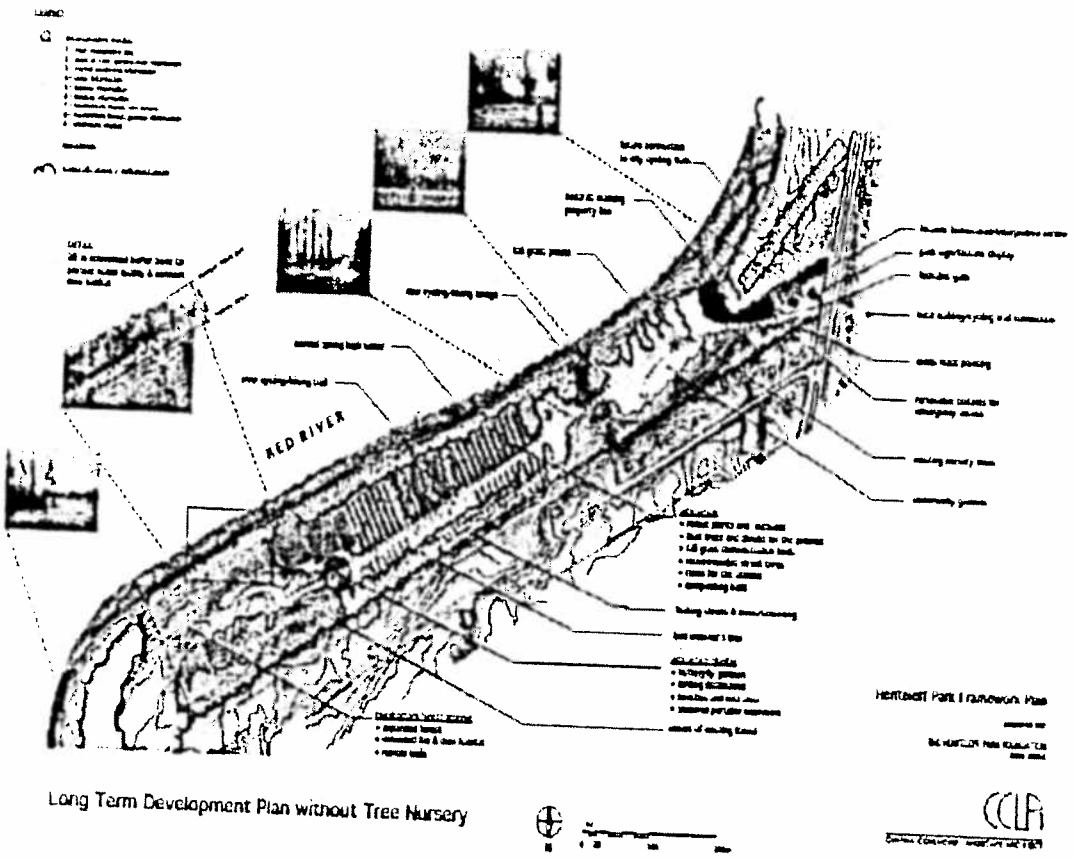
_____
~~Director of Community Services~~

Legally Reviewed and Approved as to Form:

_____
for Director of Legal Services and City Solicitor


40180
ST. MARY'S RD
103.324
4.31
14.051
0.765
23848
11.882
27.69
76.1±
53.258
Cenotaph
13.208
3
77.205
1964
40.205
15.374
17885
137
137
137
12
METRIC
LEASE AREA: 380.7± m²
(4,098 ± ft²)
Date 2015-JUNE-3
District RIEL
File 7006/1
Scale 1:50
Requested by NW
Drawn by MS
Reference Dwg No L60
Lease Description - Hemlock Park - HTFC Planning & Design
ScreenShot 2015-06-03
CITY OF WINNIPEG
PLANNING, PROPERTY AND
DEVELOPMENT DEPARTMENT
LAND INFORMATION & MAPPING SERVICES
MISC. PLAN NO. 14892/1

Appendix A: Henteleff Park Framework Plan



Long Term Development Plan without Tree Nursery

Non-Monetary Grant Criteria Report

Criteria	Pass	Fail	Comments
1. The organization must provide a facility operated in its entirety by a non-profit organization for non-profit uses.	✓		The Applicant is a non-profit organization.
2. The organization must provide for activities which are compatible with City's needs.	✓		Applicant provides enhanced amenities within Henteleff Park.
3. The organization must provide facilities for which there is a current and projected need in that location.	✓		The City has a need for park amenities.
4. The organization must provide reasonable access to all Winnipeg residents without discrimination.	✓		Unfettered access is provided to all who wish to visit.
5. The organization must provide access without the charging of initiation fees, membership fees or other costs which are incompatible with like facilities or organizations.	✓		No fees are charged to anyone in the delivery of this service.
6. The organizations must provide evidence of available funding and commitment to complete the project and assurance that no ongoing operating subsidies from the City will be required over the life of the development.	✓		Subject to receipt of grants receivable, evidence exists that sufficient funding is available to complete the project. HPF is reliant on government grants and private donations, the continuity of which is inherently risky, to fund its operations. However, based on the unaudited 2014 financial information provided, it appears that HPF will be able to fund its ongoing operations without operating subsidies from the City. See Schedule "C" for relevant documentation.
General Comments: The Property Management Branch has concluded that Henteleff Park Foundation Inc. satisfies the 6 criteria required to receive a non-monetary grant from the City of Winnipeg.			