

THIS LEASE AGREEMENT (“Lease”) made this ____ day of October, 2025,

BETWEEN:

MUNICIPALITY OF EAST HANTS, a municipal body corporate under the *Municipal Government Act*, SNS 1998, c 18,

(the “Landlord”)

- and -

SHUBENACADIE LEGION BRANCH 111, a branch of the non-profit organization **ROYAL CANADIAN LEGION**;

(the “Tenant”)

(each individually referred to as a “Party” and collectively as the “Parties”)

WHEREAS:

- I. The Landlord holds title to the certain lands located at No 2 Highway, Shubenacadie, Nova Scotia, identified as Nova Scotia Property Online Parcel No. 45330214 (the “Property”) and approximately depicted in the diagram attached hereto at Schedule “A”; and
- II. The Tenant is an established Branch of the Royal Canadian Legion, established pursuant to an *Act to Incorporate the Royal Canadian Legion*, Chapter 84 of the Statutes of Canada, 1948 (the “RCL Act”);
- III. The Tenant wishes to lease a portion of the Property for the purposes of upkeep and maintenance, that portion specifically being the pre-existing cenotaph monument and all supporting structures thereof (the “Cenotaph”) on the Property, all walkways, stairs, and the approximately 1,500 square feet of space surrounding the Cenotaph (collectively, the “Leased Premises”), which is depicted in the diagram attached hereto at Schedule “B”; and
- IV. The Parties wish to acknowledge the Tenant’s ownership of the Cenotaph, and all supporting structures, walkways, and stairs;
- V. The Parties wish to acknowledge the Tenant’s historical practice of maintaining the Leased Premises, including the Cenotaph, and to formalize this practice into the future; and
- VI. In recognition of the above, the Landlord acknowledges that it may, at a later date and at its sole discretion, elect to subdivide the Leased Premises from the Property

and sell the Leased Premises as a separate and new parcel of land to the Tenant at a selling price of no more than \$1.

IN CONSIDERATION OF THE MUTUAL COVENANTS, terms and conditions herein, the Landlord and Tenant agree as follows:

LEASE AND USE OF PREMISES

1. The Landlord hereby leases to the Tenant, and the Tenant hereby rents from the Landlord, the Leased Premises on the terms and conditions contained herein.
2. The Tenant shall have the non-exclusive right to access and use the Property and the Leased Premises for the sole purpose of maintenance and upkeep of the Leased Premises.
3. Both Parties shall comply with all laws, ordinances, rules, and regulations of governmental and quasi-governmental authorities that are applicable to the access and use of the Leased Premises.

STATUS OF THE TENANT UNDER THE *RCL ACT*

4. The Tenant represents and warrants that it is a duly constituted branch of the Royal Canadian Legion, in good standing, pursuant to the *RCL Act*, and that it has obtained all necessary consents and has the power and capacity to enter into this Lease.

TERM OF LEASE

5. The term of this Lease shall commence on October ____, 2025 and shall expire after twenty-five (25) years (the “Term”), on October ____, 2050 (the “Termination Date”).
6. The Tenant is granted the option to request an extension of the initial Term of this Lease for an additional twenty-five (25) year term. Any extension of the Term is contingent upon prior approval from the Municipal Council of East Hants.

REPAIR, MAINTENANCE, AND UPKEEP OBLIGATIONS

7. The Tenant shall, at its own cost and expense, maintain the Leased Premises in good condition and repair (hereinafter, the “Work”). The Work shall include, but not be limited to:
 - (a) Landscaping, lawn care, inspection and maintenance of the ground area in the Leased Premises, including any retaining walls located on the Leased Premises;
 - (b) Repairing, cleaning, inspecting, and treating the Cenotaph and any other supporting structures, including walkways and stairs, in the Leased Premises;

- (c) Purchase, rental, and/or acquisition of any and all tools, equipment, or materials that are required for performing the above.

8. The Tenant shall promptly notify the Landlord of any defect or deficiency in, malfunction of, or damage to the Leased Premises of which the Tenant becomes aware at any time during the term of this Lease and of which the Tenant cannot repair.
9. The Tenant shall be responsible for all costs associated with performing the Work as outlined in Section 7. The Tenant shall maintain proper and accurate books and records for costs associated with any Work, including all correspondence, instructions, drawings, specifications, invoices, receipts and vouchers, and to provide evidence thereof to the Landlord if required.
10. The Tenant shall not, under any circumstances:
 - (a) erect any building or other structure on the Leased Premises or make any additions to any present structures on the Leased Premises without the prior consent in writing of the Landlord; or
 - (b) move the Cenotaph from the current location on the Leased Premises.
11. The Landlord shall, at its own cost and expense maintain the Property in good condition, repair, and in compliance with all applicable laws, excepting the Leased Premises, for which the Tenant is responsible.
12. The Landlord and its representatives may enter onto the Leased Premises at any time and during any emergency to inspect the state of repair in the Leased Premises and to effect repairs.
13. If, in the Landlord's sole opinion, any part of the Leased Premises are in need of repair or maintenance and the Tenant has not acted promptly on their obligations for the Work contained herein, the Landlord may perform the required Work on the Leased Premises and invoice the Tenant for any associated costs and expenses.

INSURANCE

14. . The Tenant shall, throughout the Term of Lease, purchase and keep in force the following insurance: Public liability coverage in the amount of \$2,000,000 which protects both the Tenant and Landlord from liability to third parties arising out of, or attributable to, the use, whether sanctioned or not, of the Leased Premises or the Tenant's Work on the Leased Premises. The Tenant will, at the commencement of the Lease, annually when the insurance is renewed, and upon request, provide a Certificate of insurance (COI) to the Landlord which demonstrates insurance coverage is in place. The Landlord (Municipality of the District of East Hants) must be listed as an additional insured with respect to this insurance coverage.

INDEMNIFICATION

15. The Tenant shall indemnify the Landlord against all claims for compensation or damages in respect of any personal injury to or any damage suffered by the Tenant, its agents, its contracted third parties, or any other person connected directly or indirectly with the Leased Premises or the Work conducted by the Tenant thereon, including without limitation any damage to the environment, and to reimburse the Landlord for all loss, damage, costs, and expenses incurred in connection therewith.
16. The Tenant further covenants with the Landlord that all Work carried out on the Leased Premises by the Tenant shall be in compliance with all Federal, Provincial, Municipal and other laws and regulations, without limiting the generality of the foregoing, and to indemnify the Landlord against all claims for compensation or damage in respect to thereof.

TERMINATION

17. Upon breach of non-performance of any covenant, agreement, or condition of this Lease by the Tenant, the Landlord may, at its option, terminate this Lease by providing sixty (60) days written notice to the Tenant, and re-enter and repossess the Leased Premises and thereafter have and enjoy them as fully as if this agreement has never been made. Termination of this Lease shall in no way prejudice the Landlord's right to take any action or make any claim with respect to a breach of the Tenant's covenants herein.
18. The Tenant or Landlord may Terminate this Lease for any of the following reasons upon one (1) year written notice, provided to the other Party:
 - (a) The Tenant is wound up, dissolved, suspended or has its charter revoked;
 - (b) The Tenant becomes insolvent or makes a general assignment for the benefit of any of its creditors; or
 - (c) The Tenant files a petition for such re-organization or for arrangements under any provision of the Bankruptcy Act or any law of Canada or any province thereof or of the jurisdiction in which the Tenant is incorporated relating to bankruptcy or insolvency then in force and providing a plan for a debtor to settle, satisfy or to extend the time for the payment of debts.
 - (d) The Leased Premises are damaged or destroyed by any cause whatsoever, and the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and twenty (120) days of the damage or destruction;
 - (e) A receiver, guardian, trustee in bankruptcy or any other similar officer is appointed to take charge of all or any substantial part of the Landlord's Property by a court of competent jurisdiction, or under any debenture or other private security document.

19. Where this Lease is terminated in accordance with clause 17 or 18, any property or belongings of the Tenant remaining at the Leased Premises thirty (30) days after the end of the applicable notice period may be removed by the Landlord and the Landlord may dispose of such property in their sole discretion.

GENERAL

20. **Municipal Government Act:** Nothing in this Lease limits or fetters the Landlord in exercising its statutory jurisdiction under the *Municipal Government Act*, or under any other legislative authority or by-law and in the event that the Landlord decides to grant or deny any request or oppose or appeal any decision made pursuant to any such legislation, such action by the Landlord is not in any manner affected or limited by reason of the Landlord entering into this Lease.
21. **Notices:** All notices under this Lease shall be in writing and delivered in person or by email. Notices shall be delivered to the following parties:
 - (a) To the Tenant: 42 Mill Village Road, Shubenacadie, Nova Scotia B0N 2H0 or _____ (email) _____
 - (b) To the Landlord: 15 Commerce Court, Elmsdale, Nova Scotia B2S 3K5 or info@easthants.ca
22. **Amendments:** Either party may propose an amendment to this Lease by giving written notice of such proposal to the other party. A proposed amendment to this Lease shall not become effective unless both parties have signed it in writing.
23. **Assignment:** This Lease is intended to be solely for the benefit of the Parties and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the parties hereto. This Lease is not assignable by the Tenant without the written consent of the Landlord.
24. **Binding Effect:** All covenants and agreements contained herein enure to the benefit of and are binding upon the parties hereto and their heirs, executors, administrators, successors and assigns.
25. **Entire Agreement:** This Lease constitutes the entire agreement between the parties. Except as provided in this Lease, there are no covenants, representations, warranties, agreements or other conditions express or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease or the rental or use of the Leased Premises.
26. **Headings:** Section headings herein are included for convenience of reference only and shall not constitute a part of this Lease for any other purpose.

27. **Counterparts.** This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by Facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.
28. **Signing Authority:** The signatories to this Lease personally warrant that they have the full power and authority to enter into this Lease on behalf of their respective parties and that the person signing this Lease on behalf of each has been properly authorized and empowered.
29. **Governing Law and Jurisdiction:** This Lease is made under and will be governed by and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein. The courts of Nova Scotia shall exclusively hear any dispute related to the validity, interpretation or performance of this Lease.
30. **Waiver:** The failure of any party to insist on strict compliance with one or more of the terms of this Lease shall not constitute a waiver by that party of its right to enforce those terms at a later date. No provision of this Lease shall be deemed to have been waived as a result of a breach by a Party of the provisions of this Lease, unless such waiver is in writing and signed by all other Parties. For greater clarity, a written waiver by any Party of any breach of any provision of this Lease shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of this Lease.
31. **Severability:** If any provision of this Lease is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of this Lease will continue to be in full force and effect.
32. **Legal Advice:** The Landlord and the Tenant confirm that they have had the opportunity to obtain independent legal advice prior to executing this Lease.

IN WITNESS WHEREOF the parties have duly executed this Lease as of the day and year first written above.

SIGNED, SEALED AND DELIVERED
in the presence of:

Witness

) **MUNICIPALITY OF EAST HANTS**

)

)

) Per: _____

)

) Name: Kim Ramsay

) I have authority to bind the corporation.

)

)

)

) **SHUBENACADIE LEGION**

)

)

) Per: _____

)

) Name:

) I have authority to bind the organization.

)

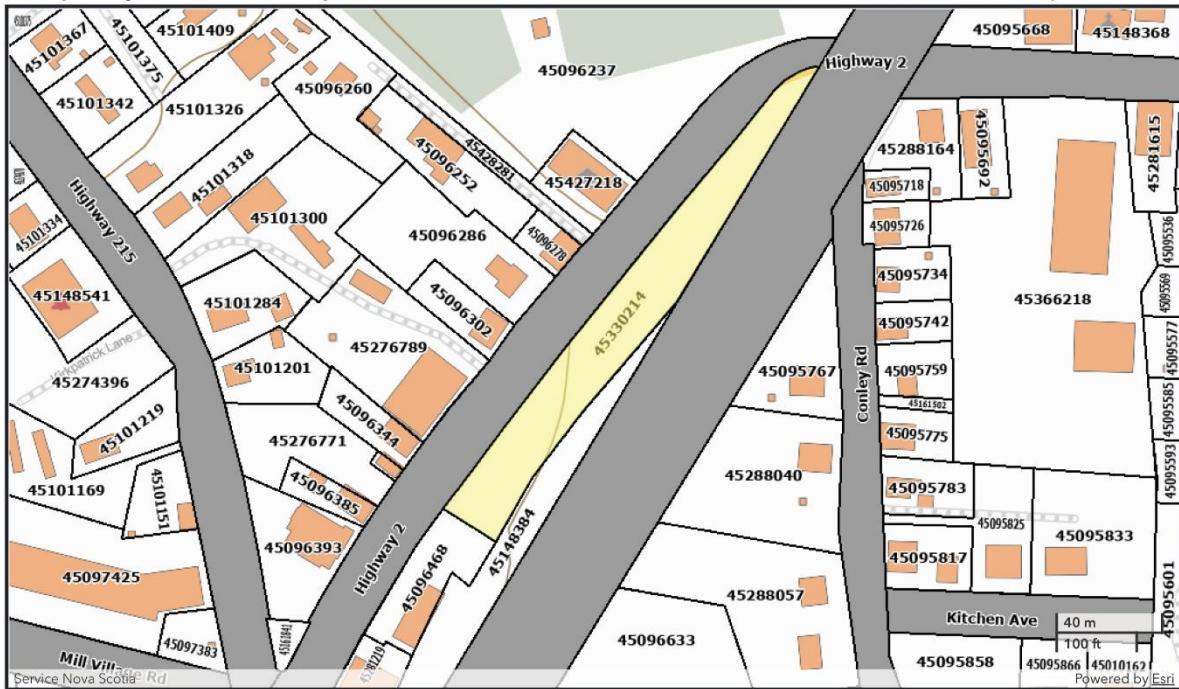
Witness

DRAFT

SCHEDULE “A”

Property Online Map

Date: **October 3, 2025 08:58:59**



PID: 45330214 [Details](#)
County: HANTS COUNTY
LR: NOT LAND REGISTRATION

Address: NO 2 HIGHWAY
SHUBENACADIE
LOT 00-1

Owner: MUNICIPALITY OF THE
DISTRICT OF HANTS EAST

SCHEDULE “B”

Property Online Map

Date: **October 3, 2025 09:00:08**



PID: 45330214 [Details](#)
County: HANTS COUNTY
LR: NOT LAND REGISTRATION

Address: NO 2 HIGHWAY
SHUBENACADIE
LOT 00-1

Owner: MUNICIPALITY OF THE
DISTRICT OF HANTS EAST