

DEMANDE D'ENREGISTREMENT  
DES TERRES INDIENNES

APPLICATION FOR REGISTRATION  
OF INDIAN LANDS

Les présentes requièrent l'enregistrement du document ci-après décrit suivant la Loi sur les Indiens, soit dans le registre des terres de réserve, soit dans le registre des terres cédées, suivant le cas.

The undersigned hereby requests that the document, the particulars of which are set out below, be entered, pursuant to the Indian Act either in the Reserve Land Register or in the Surrendered Lands Register as the case may be.

DESCRIPTION

PARTICULARS

NOM DES PARTIES ET LEURS ADRESSES SAUF POUR LA COURONNE:

NAME OF PARTIES AND ADDRESS OF ANY PARTY OTHER THAN THE CROWN:

SAUSINK LANDS INC.

P.O. BOX 253

PARRY SOUND, ONTARIO P2A 2X4

NATURE DE L'ACTE : SUBLEASE  
TYPE OF INSTRUMENT:

DATE DE L'ACTE : NOVEMBER 23, 1984  
DATE OF INSTRUMENT:

DÉSIGNATION DE L'IMMEUBLE: LAND DESCRIPTION

Province : ONTARIO

réserve & No.: PARRY ISLAND RESERVE NO. 16  
réserve & No.:

parcelle :  
parcel :

NATURE DU DROIT OU DE L'OBLIGATION: SUBLEASE  
TYPE OF INTEREST OR CHARGE

Signature du Requierant/Signature of Applicant  
ORA F. TABOBONDUNG, LEASING OFFICER  
PARRY ISLAND ADMINISTRATION OFFICE  
P.O. BOX 253,  
PARRY SOUND, ONTARIO  
P2A 2X4

December 18, 1985  
Date

Adresse/Address

NOTE:  
La demande d'enregistrement doit être produite séparément pour chaque droit ou obligation à enregistrer.

NOTE:  
A separate application for registration must be submitted for each separate interest or charge.

Acceptance

The application for registration appearing on the opposite side of this sheet, has been accepted and the instrument has been entered in the appropriate Register. This instrument has been registered under

number 104731 on 8 Jan 1986 at M. O 2

a.m.  
p.m.

J. Shaw  
Register

Rejection

The application for registration appearing on the opposite side of this Sheet, has been rejected due to an error in one or more of the following:

- 1) Legibility
- 2) Type of paper or copy of document faulty
- 3) Identification of parties not correct
- 4) Error in signature or witnessing
- 5) Error in type or term of claim
- 6) Conflicting encumbrance
- 7) Error on application form
- 8) Error relating to the particular type of interest
- 9) Error in land description
- 10) Missing documentation

Comments: .....  
.....  
.....  
.....  
.....

\_\_\_\_\_ Date

\_\_\_\_\_ Registrar

THIS INDENTURE, made in quadruplicate this 23rd day of November, in the year of our Lord, One Thousand Nine Hundred and eighty-four.

B E T W E E N:

WASAUSINK LANDS INC., a Company incorporated under the laws of the Province of Ontario, having its Head Office at the Parry Island Indian Reserve No. 16, in the District of Parry Sound,

hereinafter called "Wasausink" or the LESSOR

OF THE FIRST PART;

and

WILLI STEIN and ILONA STEIN, his wife, of 4459 Bennett Road, in the City of Burlington, in the Regional Municipality of Halton, as joint tenants and not as tenants in common,

hereinafter called the LESSEE

OF THE SECOND PART;

WHEREAS the land hereinafter described is part of those lands set apart for the use and benefit of the Parry Island Band of Indians known as Parry Island Indian Reserve No. 16;

AND WHEREAS the Council of the Parry Island Band of Indians has, by Resolution dated the 29th day of March, A. D. 1974, consented to the leasing of the land hereinafter described.

AND WHEREAS the Council of the Parry Island Band of Indians has, by Resolution dated the 29th day of March, A. D. 1974, authorized Wasausink to lease the lands hereinafter described.

NOW THEREFORE THIS INDENTURE WITNESSETH THAT Wasausink, for and in consideration of the rent, stipulations, terms and conditions hereinafter expressed and contained on the part of the Lessee to be respectively paid, observed, performed, fulfilled and abided by, has demised and by these presents does demise and lease unto the Lessee, All and Singular that certain parcel or tract of land situate and lying within and being part of Parry Island Indian Reserve No. 16, in the Province of Ontario, and which is more particularly described as follows:

The whole of Lot Number Thirty-nine (39) according to Plan Number Five Thousand and Sixty-one (5061) in the Indian Affairs survey records at Ottawa, a copy of which is registered under Forty-one Thousand, Seven Hundred and Twenty-three (41,723) in the Registry Office for the District of Parry Sound, at Parry Sound, said lot containing by admeasurement Seventy-four Hundredths (0.74) of an acre, more or less.

TO HAVE AND TO HOLD the said demised land for and during the term commencing the 5th day of February, 1981, and to be fully complete and ended on the last day of April, 2012.

YIELDING AND PAYING therefor in each year of the term of this lease, if such be the case, prior to May 1, 1974 the sum of \$250.00; in each year of the term of this lease, if such be the case prior to May 1, 1977 the sum of \$325.00; in each year of the term of this lease prior to May 1, 1981 the sum of \$400.00; such rental to be paid in advance on or before the 1st day of May in each year.

YIELDING AND PAYING yearly in each year of the remaining years of the term of this lease unto Wasausink the rental as hereinafter set forth, payable in advance on or before the first day of May, in each of the said years. The annual rental for the period from May 1, 1981 to April 30, 1986 shall be the annual fair market rental as of May 1, 1981 hereinafter determined. The annual rental for the period from May 1, 1986 to April 30, 1991 shall be the annual fair market rental as of May 1, 1986 hereinafter determined. The annual rental for the period from May 1, 1991 to April 30, 1996 shall be the annual fair market rental as of May 1, 1991 hereinafter determined. The annual rental for the period from May 1, 1996 to April 30, 2001 shall be the annual fair market rental as of May 1, 1996 hereinafter determined. The annual rental for the period from May 1, 2001 to April 30, 2006 shall be the annual fair market rental as of May 1, 2001 hereinafter determined. The annual rental for the period from May 1, 2006 to the end of the term shall be the annual fair market rental as of May 1, 2006 hereinafter determined. The annual fair market rental shall be determined exclusive of any improvement of the demised lands and any buildings and other things erected or placed thereon by the Lessee, his successors or assigns. Provided that the annual fair market rental shall not, in any case, be less than the rent for the previous year. Wasausink may agree with the Lessee as to the fair market rental. In the event that the parties hereto fail to reach agreement as to such fair market rental, prior to May 1 in each of 1981, 1986, 1991, 1996, 2001 and 2006 then the same shall be determined by arbitration pursuant to the term of The Arbitration Act, R. S. O. 1970, Chapter 25 as amended from time to time. Such arbitration shall be conducted by a single arbitrator agreed upon by both parties. If the parties fail to agree upon a single arbitrator by the thirty-first day of May 1981, 1986, 1991, 1996, 2001 and 2006 then each party shall, not later than the fifteenth day of June in each of the said years, nominate an arbitrator. The two nominees shall forthwith nominate a third arbitrator to act as chairman and the arbitration shall thereupon be conducted with all due despatch by the three arbitrators thus selected. Until the final determination of the rental payable in accordance with this paragraph the Lessee shall continue to pay rental at the rate applicable to the immediately preceding period for which the rental had been determined in accordance with this agreement and upon determination of the proper rental pursuant to this paragraph the amount paid by the Lessee shall be adjusted in accordance with such determination.

IN THE EVENT that the lease herein provided commences at a date later than the day following the termination of any lease between the Lessee and Her Majesty the Queen with respect to the demised lands, the Lessee shall be deemed to be a tenant at will of the demised land throughout such intervening period and shall be liable to pay rental with respect to such intervening period on the basis of the annual rental provided herein applicable to the first year of the term of this lease less any rental which may have already been paid to Her Majesty or to the Council of the Parry Island Band of Indians with respect to such period.

IF AS A RESULT OF DELAY beyond the reasonable control of either of the parties hereto the actual execution of the within lease does not occur on or before the commencement date herein provided so that by the date of such actual execution the Lessee shall have become liable for any arrears of rental pursuant to the terms hereof, the Lessee shall be permitted to pay the said amount in quarterly instalments over the 12 months following the date of execution of this Lease

The rent in all cases to be free and clear from any deduction, defalcation or abatement for or in respect of all taxes, rates, duties and assessments, and of and from all impositions of every nature and kind whatsoever, such rent to be paid to the Lessor at its head office on the Parry Island Indian Reserve or by mailing the same to Wasausink Lands Inc., P.O. Box 253, Parry Sound, Ontario.

1. The Lessee shall pay or cause to be paid the said yearly rent in the manner and on the days and times hereinbefore appointed for the payment thereof.
2. Upon the final determination of the fair market rental as of the first day of May, 1981, 1986, 1991, 1996, 2001 and 2006, if the Lessee is unwilling to continue the lease at such rental he may within six months after such final determination elect to surrender the said lease by giving written notice thereof to Wasausink.
3. The Lessee or other occupant will not operate on the said demised land any form of commercial venture and will not do, or suffer to be done thereon, any act or thing that may annoy or disturb other persons on the said Indian Reserve.
4. The demised land shall be used for one summer cottage only and appurtenant outbuildings and shall not be used for permanent residence by the Lessee or other occupant during the period from October 31st to May 1st following in each and every year; occasional use being at all times permitted during the said period.
5. PROVIDED THAT the Lessee may assign or sublet the hereinbefore demised land under the following conditions:
  - (i) That the Lessee shall not, during the said term, without prior written consent of the Lessor had and obtained, such consent not to be unreasonably withheld, transfer, assign, or sublet or licence of occupation the demised land or any part thereof, or otherwise by any act or deed procure the said land or any part of the said land to be

transferred or assigned for the whole or any part of the said term, except that the Lessee may sublet for a period or periods not to exceed in the aggregate, six months in any one year, without such consent or notice, provided that the Lessee shall remain fully responsible for the terms and conditions hereof during the period of such subletting, and providing that the Lessee shall give notice to Wasausink of the name and period of occupancy of any such sublessee.

- (ii) That each and every transfer, assignment, sublease or license of occupation granted shall be subject to all of the terms and conditions of this lease.
- (iii) That each and every transfer, assignment, sublease or licence of occupation shall be submitted by the Lessee to Wasausink for registration.
- (iv) The Lessee may pledge, mortgage or otherwise grant security on his leasehold interest herein PROVIDED THAT the written consent of the Lessor is first had and obtained, such consent not to be unreasonably withheld.
- (v) That, if at any time during the continuance of the term hereby granted the Lessee be permitted to assign the demised land for the remainder of the term or any part thereof, the rent for the year of the term in which the assignment takes place shall be increased by the sum of One Hundred Dollars (\$100.00), and shall accompany any request for consent to assignment and shall be made payable to Wasausink Lands Inc.

6. PROVIDED THAT the Lessee shall pay and discharge all taxes, rates, duties, and assessments whatsoever now charged or hereafter to be charged upon the said demised land or upon the said Lessee or occupier in respect thereof or payable by either in respect thereof.

7. PROVIDED THAT if the Lessee shall, at any time during the term thereof:

- (a) file a petition in bankruptcy or make an assignment for the benefit of creditors;
- (b) be adjudicated a bankrupt or insolvent;
- (c) file any petition or institute any proceedings under any bankruptcy or insolvency act seeking to effect reorganization or a composition;
- (d) have the leasehold estate created hereunder seized in execution or by a process of law and not released within thirty (30) days from the date of such seizure provided that the delivery of a Writ of Execution or a Writ of Extent to a Sheriff shall not be considered a seizure for the purpose of this provision; or
- (e) be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (f) fail to pay the rent reserved hereunder within thirty (30) days after being payable, whether formally demanded or not;
- (g) default in the performance of any of the terms and conditions herein contained;

it shall be lawful for Wasausink, without notice, to declare the term ended and this lease terminated and thereupon these presents and everything herein contained and the estate or term shall absolutely cease, determine and be void without re-entry or other act or any suit or legal proceedings to be brought or taken, provided Wasausink shall nevertheless be entitled to recover from the Lessee the rent then accrued, or accruing and moreover that any right of action by Wasausink against the Lessee in respect of any antecedent breach of any of the covenants, provisos, stipulations or conditions in this lease shall not be thereby prejudiced.

8. PROVIDED THAT if the Lessee makes any assignment for the benefit of his creditors or to take the benefit of any act that may be in force for bankrupt or insolvent debtors, or permit any Writ of Execution against his goods and chattels to be issued or remain in force after the first day of January in any year of the term hereby granted, the installment of rent payable on the next ensuing anniversary date shall then immediately become due and payable and the term hereby granted will immediately become forfeited and void.

9. PROVIDED THAT if the Lessee vacates the said demised land leaving and rent owing and unpaid, it will be lawful for Wasausink to seize and sell the goods and chattels of the Lessee.

10. PROVIDED THAT the Lessee shall during the term of this lease, at his own expense, promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, ordinances and regulations of every Federal, Provincial or Municipal authority or agency concerning the demised land and buildings or other improvements constructed therein and thereon, provided that the Lessee shall have the right to contest the validity of such laws, rules, requirements, orders, directions, ordinances, and regulations, if proceedings relating thereto are commenced before the expiration of sixty (60) days after the Lessee has first been notified of any breach of such laws, rules, requirements, orders, directions, ordinances or regulations, the Lessee shall indemnify and holds harmless Wasausink from all loss, damage, cost and expense suffered by Wasausink by reason of the Lessee undertaking such proceedings and that the Lessee will conduct such proceedings after the commencement thereof expeditiously and with all reasonable diligence.

11. THAT the Lessee must, unless otherwise agreed in writing, construct buildings on the demised land, not including boat houses at the shoreline, PROVIDED THAT if such building is undertaken, the aggregate floor area of the main building on the said lot shall not be less than 480 square feet and of a minimum market value of \$10,000; PROVIDED FURTHER THAT the Lessee covenants that all buildings to be erected, altered, remodelled, or replaced in terms hereof, shall be constructed in accordance with the standards laid down by the National Building Code of Canada and the Fire Safety Standards as laid down by the Federal Government from time to time and to date of construction, and that the Lessee shall have prior written approval from Wasausink before undertaking any such construction, such approval not to be unreasonably withheld.

12. PROVIDED THAT all residential buildings shall be supplied with a flush toilet and septic tank or other sanitary waste disposal system which conforms to the specification of the Parry Sound Health Unit.

13. PROVIDED THAT at the expiration, or other sooner termination of the term, the Lessee will peaceably surrender and yield up unto the Lessor the demised land with the appurtenances, together with all the fixtures made by the Lessee therein and thereon, in good and substantial repair and condition, reasonable wear and tear and damage by natural disaster only excepted; and further that the Lessee will have the right with the consent of and under the supervision of the Lessor's representative to remove any buildings erected by him on the demised land, provided that if they are not so removed within a reasonable time, and in any event within six (6) months, following the expiration of the lease, they shall revert to and become the property of Wasausink, free from all claims by the Lessee whatsoever.

14. PROVIDED THAT the Lessee shall keep the demised land in a condition satisfactory to the Lessor's representative and the said representative may order the Lessee to repair or paint any building on the demised land if, in his opinion, reasonably held, it requires painting or repairing and on receipt of such order, the Lessee will forthwith make the required repairs or do the required painting and that it will be lawful for the Lessor's representative to enter the said demised land, at all reasonable times during the said term, to examine the condition thereof.

15. PROVIDED THAT where a nuisance exists, the Lessor may order the Lessee or occupier of the demised land to abate the nuisance and to clean up the demised land; and if the Lessee or occupier fails to do so, the said representative may take whatever steps may be necessary to abate the nuisance and the Lessee shall be liable for the cost thereof and the same may be collected in the same manner as other debts due the Lessor.

16. PROVIDED THAT without, in any way, restricting the provision of the preceding section, no rubbish or any matter of an offensive nature shall be deposited anywhere on the said Indian Reserve except in such places and at such times and under such conditions as may be designated by the Lessor, and such places to be maintained by the Lessor in a safe, sanitary condition, in accordance with all municipal and provincial regulations with respect thereto, from time to time, in force.

17. PROVIDED THAT the Lessee shall be responsible for the up-keep of all fences which are or may be erected on the demised land and on termination of this lease any fence so erected shall revert to and become the property of Wasausink without any claim for allowance or payment in lieu thereof.

18. PROVIDED THAT the Lessee, well and truly paying the said yearly rent hereby reserved and observing and performing the covenants herein contained, will quietly and peaceably hold and enjoy the demised land, with the appurtenances, during the said term, without any disturbance whatever by the Lessor.

19. PROVIDED THAT the Lessor reserves the right to drill for, remove and dispose of the petroleum and natural gas in the said land and for that purpose to drill wells, lay pipe lines and build such tanks, stations and structures as may be necessary and in the lawful exercise of any of the rights hereby reserved, provided, however, that if pursuant to the Indian Oil and Gas Regulations the Lessor grants leases or permits for well sites, roads, pipe lines, storage tanks and other buildings or structures required in the drilling for, removal and disposal of petroleum and natural gas, then for the acreage taken for such leases or permits, the Lessee herein will be paid full and fair compensations and that the said compensation shall be in full and final satisfaction of all claims arising from the exercise of the right aforesaid by the Lessor.

20. PROVIDED THAT the Lessee at all times hereafter, shall indemnify and hold harmless the Lessor against all actions, claims and demands that may be lawfully brought or made against the Lessor by reason of the rights hereby granted.

21. PROVIDED THAT if, during the term of this lease, any mechanics' or other liens for work, labour, services or materials be filed in respect of or attach the demised premises or any portion thereof or to any buildings or other improvements erected therein or thereon, the Lessee shall indemnify and hold harmless the Lessor from all costs incurred thereby and all claims, demands and actions, at law or in equity arising or which might arise out of such mechanics' or other liens.

22. PROVIDED THAT no waiver on behalf of the Lessor of any breach will take place or be binding unless the same be expressed in writing over the signature of the Lessor's representative, and any waiver so expressed will extend only to the particular breach to which such waiver will specifically relate and will not be deemed to be a general waiver or to limit or affect the rights of the Lessor with respect to any or other future breach.

23 PROVIDED THAT the Lessee and his invitees shall have the right of ingress and egress without charge to and from the demised land, and such areas as may be designated for public use, over reserve roads in accordance with Parry Island Band Council Resolution, and such roads to be maintained by the Lessor in a safe, reasonable condition.

24. PROVIDED THAT the Lessee will at the commencement of and during the said term:

- (a) Take out and maintain public liability insurance in the minimum amount of not less than Twenty-five Thousand Dollars (\$25,000.00) and in a form satisfactory to Wasausink, whereby the Lessee and Wasausink are indemnified against legal liability incurred in respect of the death or of injury to persons or of the loss of or damage to property caused or attributable to the possession, use or occupation of the demised land with loss payable to the Lessee and to Wasausink as their respective interests may appear;
- (b) Take out and maintain fire insurance for a reasonable amount and in a form satisfactory to Wasausink, whereby the Lessee is indemnified against loss by fire or other insurable causes of property damage on the demised land and the cost of needed restoration of the demised land and buildings erected therein and thereon and as a result of such causes with the insurance proceeds payable to the Lessee. In the event of total loss or substantial damage to any structure on the demised land, the Lessee may elect to reconstruct or repair the structure or surrender this lease upon restoring the demised land to a condition satisfactory to Wasausink's representative, such election to be made within sixty (60) days of such loss; if the Lessee elects to surrender this lease such restoration shall be made by October 31st following the loss or within thirty (30) days of such election, whichever is the later; and

- (c) Shall produce upon request, evidence satisfactory to Wasausink of the policies and payment of premiums therefor relating to the insurance called for in paragraphs (a) and (b).

25. PROVIDED THAT if the Lessee holds over after the expiration of the term of this lease without any further written agreement, the tenancy thereby created shall be a tenancy from month to month which may be terminated at any time after the creation of such tenancy by one month's written notice to the Lessee signed by Wasausink, and during the tenancy, a monthly rental at the rental rate for the previous year shall become due and payable, and the said tenancy shall be subject to all the terms and conditions herein contained so far as the same are applicable to such tenancy.

26. PROVIDED THAT whenever in this lease it is required or permitted that notice or demand be given or served by either party to the lease to or on the other, such notice or demand shall be given or served in writing and forwarded by registered mail, addressed as follows:

TO THE LESSOR: Wasausink Lands Inc.  
P. O. Box 253  
PARRY SOUND, Ontario  
P2A 2X4

TO THE LESSEE: Willi Stein and Ilona Stein  
4459 Bennett Road  
BURLINGTON, Ontario  
L7L 1Y5

Such address may be changed from time to time by either party serving notice as above provided.

27. WHEN the Lessee is not in default hereunder, he may surrender this lease unto the Lessor, provided that the Lessee gives six (6) months' written notice of his intention to surrender this lease prior to the anniversary hereof in any year.

28. PROVIDED THAT should the Lessor decide at the expiry of the term, upon the advice of the Council of the Parry Island Band of Indians, that the interests of the Band shall be best served by continuing to lease the demised land under such terms and conditions as the Lessor deems suitable, the Lessee of record shall have the right of first refusal of such offer to lease. PROVIDED HOWEVER that in the event that it is decided that the said land shall not be available for cottage lease purposes at the expiration of the term herein created, it is agreed that the Lessee shall be given not less than twelve (12) months notice of such intention.

29. Time will be of the essence.

30. The Lessee shall have access for vehicles to Parry Island by a bridge connecting Parry Island to the mainland road system at Rose Point, at no cost to the Lessee. The Lessor shall be responsible for maintaining and repairing said bridge or causing the same to be maintained and repaired in a reasonable and safe state of repair.

31. The said demised land may only be used for camping during the period of construction of a cottage on the said demised land.

32. The Lessor shall cause the main road connecting the Rose Point Bridge to the Parry Island Marina, located to the south west of Lot Number 1, to be kept clear of snow at all times.

33. This lease is subject to the terms, conditions, and covenants of the Head Lease executed between the Corporation and Her Majesty, registered as Number X024681 in the books of the Indian Land Register at Ottawa. The Lessor covenants and agrees to observe and perform all its covenants contained in the said Head Lease and to keep that lease in good standing.

34. This lease will enure to the benefit of and is binding upon Wasausink, its successors and assigns, and failing it, the Parry Island Band, and the Lessee, his heirs, executors, administrators and assigns.

AND IT IS FURTHER AGREED that this lease shall be subject to the provisions of the Indian Act and Regulations established hereunder which may now be in force or which may hereafter be made and established from time to time in that behalf by the Governor in Council.

IN WITNESS WHEREOF Wasausink Lands Inc. has hereunto affixed its corporate seal as attested to by the hands of its proper signing officers this 15th day of May, A. D. 1985.

WASAUSINK LANDS INC.

Per: *[Handwritten Signature]*

*[Handwritten Signature]*

IN WITNESS WHEREOF the Lessees have set their hands and seals this 25th day of February, A. D. 1985

SIGNED, SEALED AND DELIVERED )  
in the presence of )

*[Handwritten Signature]*



