



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 23-82

To authorize the execution of a
Lease (Day Care Centre - Loafer's
Lake Recreation Centre)

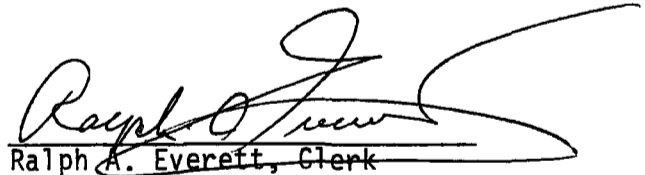
The Council of The Corporation of the City of Brampton

ENACTS as follows:

1. The Mayor and Clerk are hereby authorized to execute a lease dated the 21st day of January, 1982 between The Corporation of the City of Brampton and George D. Cromb and Associates Ltd., relating to the day care centre in Loafer's Lake Recreation Centre.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 25th day of January, 1982.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

This Indenture dated the 21st day of January, 1982.

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Lessor")

- and -

GEORGE D. CROMB AND ASSOCIATES LTD.
(hereinafter referred to as the "Lessee")

AGREEMENT

WHEREAS The Corporation of the City of Brampton is a municipal corporation located in the Regional Municipality of Peel;

AND WHEREAS The Corporation of the City of Brampton owns property in the City of Brampton known as Loafer's Lake Recreation Centre;

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

This lease made the 21st day of January, 1982, between The Corporation of the City of Brampton (hereinafter referred to as the "Lessor") and George D. Cromb and Associates Limited (herein referred to as the "Lessee")

WITNESSES THAT:

1. PREMISES:

In consideration of the rents and covenants contained herein on the part of the Lessee and the Lessor, the Lessor hereby leases to the Lessee for the term and upon the conditions hereinafter set forth, the lands and premises as shown outlined in red on Schedule "A" hereto, said premises contain a floor area of three thousand (3000) square feet, more or less, as measured from the outside face of all exterior walls and the centre line of all interior walls, together with an outdoor play area up to a maximum size of five thousand (5,000) square feet.

2. ACCESS TO COMMON AREA:

The Lessee shall have access to and exclusive use of the Kitchen, washrooms and Common Area as shown on Schedule "A" hereto, between the hours of 6:00 a.m. and 6:30 p.m., Monday to Friday inclusive.

3. TERM:

The term of this lease shall be for a period of five (5) years commencing on the 1st day of March 1982. Provided that the Lessee shall be entitled to take possession of the leased premises on the 1st day of February, 1982 without payment of rent in order to commence the Lessee's work as provided in paragraph 8 hereof.

4. RENT:

The Lessee shall pay to the Lessor, without any deduction or abatement whatsoever, the annual rent in the amount of \$15,000.00 payable in equal monthly installments in advance for the first year of the lease commencing on the first day of March, 1982 and on the 1st day of each and every month thereafter up to and including the first day of ~~March~~ ^{February}, 1983. ~~The~~ ^{The} amount of rent payable in any year thereafter shall be increased or decreased annually on the 1st day of February in each year commencing on the 1st day of March, 1983, in direct relationship to the increase or decrease in the Cost of Living Index as published by Statistics Canada, using the index on the first day of January, 1982, as a base. This adjustment will be made based on the latest index available prior to the first day of February of each year.

5. DEPOSIT:

The Lessor acknowledges receipt of a negotiable cheque made payable to The City of Brampton in the amount of \$2,500.00 as a deposit to be applied against the rental for March and April, 1982.

6. RENEWAL OF TERM:

The Lessee shall have the right to renew this Lease for one (1) additional term of Five (5) years on the same terms and conditions save and except rental. The Lessee shall notify the Lessor in writing of its intention to exercise the right to renew at least ninety (90) days in advance of the end of the term. In the event that the Lessee fails to notify the Lessor of its intention to renew this lease and the Lessee fails to vacate the premises at the end of the term, this lease shall be deemed to continue as a month to month tenancy.

7. USE OF PREMISES:

The Premises shall be used only for the purpose of conducting therein the business of A Children's Day Care Centre. The Lessee covenants and agrees that during the term of the Lease, and any renewals thereof, it will not occupy or use, nor suffer or permit to have occupied or used, any of the Premises for the purpose of carrying on any other Business except as consented to by the Lessor.

8. LESSEE'S WORK:

The Lessee shall substantially complete all interior leasehold improvements to the within property within 60 days of obtaining possession of the within premises at it's expense in accordance with the drawings to be approved by the Lessor and the Ministry of Community and Social Services, prior to the first day of March, 1982. The leasehold improvements shall be completed in a good and workmanlike manner.

The Lessee shall be responsible for fencing with Number 9 Guage, 1 1/2" mesh black vinyl chain link fence at a height of 4 feet, an outdoor area having a maximum of 5000 square feet for the purpose of providing an outdoor day care play area. The Lessee shall further be responsible for the purchase and installation of playground equipment installed no later than the 1st day of May, 1982.

The Lessee will provide the Lessor with a Performance Bond or other security acceptable to the Lessor on all interior and exterior renovations and additions and shall be responsible to correct any problems caused by the Lessee's renovations and additions that affect the existing structure or warranties for same.

The Lessee will provide cleaning services for the within premises to the satisfaction of the Lessor. Where the Lessee has used the Kitchen, washrooms and Common Area as shown on Schedule "A", it is the responsibility of the Lessee, to provide cleaning services for the said areas to the satisfaction of the Lessor.

9. LESSOR'S WORK:

The Lessor shall provide adequate heating, air conditioning ventilation, lighting, water and waste disposal for the within premises at no additional cost to the Lessee. Where the Lessor, or anyone other than the Lessee, has used the Kitchen, washrooms and Common Area as shown on Schedule "A" with the consent of the Lessor, it shall be the responsibility of the Lessor to clean said areas.

10. ALTERATIONS AND FIXTURES:

The Lessee shall not make any alterations without first obtaining the Lessor's written approval which approval shall not be arbitrarily withheld. All fixtures and improvements installed or made in the premises shall become the property of the Lessor and shall not be removed from the Premises unless replaced by fixtures of a like kind and quality.

11. INSURANCE:

The Lessee will take out and keep in force throughout the term and any renewals of the term a comprehensive general liability insurance policy in an amount not less than one million dollars (\$1,000,000.00) and will add The Corporation of the City of Brampton as a named insured on said policy. The Lessee shall also take out and

keep in force throughout the term and any renewals thereof a tenant's all risk tenants Fire legal liability policy in the amount of at least two hundred fifty thousand dollars (\$250,000.00). Both policies of insurance shall be approved by the Ministry of Community and Social Services, and shall be with insurers acceptable to the Lessor and in a form satisfactory to the Lessor, acting reasonably.

12. REPAIRS:

The Lessor shall keep in good and substantial state of repair:

- (a) the common areas and facilities including but not limited to foundations, roofs, exterior walls, structural subfloors, bearing walls, columns, beams and other structural elements thereof and the systems provided for bringing utilities to the Premises and other parts of the Recreation Centre.
- (b) the structural elements of the Premises.
- (c) glass, utilities, all heating, air conditioning ventilation and lighting.

Notwithstanding the foregoing the Lessee shall be responsible for any repairs that are required as a result of accidental or intentional damage caused by the Lessee or persons under the supervision of the Lessee.

Further, the Lessee shall keep in a good and substantial state of repair the Premises including all leasehold improvements and all trade fixtures therein.

13. PAINTING:

The Lessee covenants to paint all wall surfaces in the Premises at least every two years, or according to a schedule mutually agreed upon by the Lessor and Lessee.

14. ASSIGNMENT AND SUBLETTING:

The Lessee shall not assign or sublet the Premises or any part thereof without the consent of the Lessor which shall not be arbitrarily withheld. The Lessee agrees with the Lessor that any assignments or subletting of the premises shall be allowed only if the entire subleaseable space remains fully operative as a Day Care Centre of substantially the same quality and kind to that of the Lessee herein.

15. RIGHT OF ENTRY:

The Lessor has the right to enter the Premises at any time in order to inspect the Premises to carry out emergency repairs.

16. TAXES:

The Lessee is responsible for the payment of all taxes except for local improvements related to the operation of a Day Care Centre.

17. EARLY TERMINATION BY LESSEE:

The Lessee shall have the right to terminate this lease prior to the expiration of the term by giving the Lessor notice in writing at least ninety (90) days prior to the date the Lessee wishes to terminate this lease.

18. RIGHT OF RE-ENTRY:

It is hereby expressly agreed that:

- (a) if the Lessee shall be in default of the payment of rent or amounts thereunder, whether lawfully demanded or not, and such default shall continue for fifteen (15) days after notice by the Lessor to the Lessee specifying such default and requiring the same to be remedied; and
- (b) if the Lessee shall be in default of any of its covenants hereunder and such default shall continue for a period of thirty (30) days after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
- (c) if the Lessee is not operating in accordance with the requirements of the Ministry of Community and Social Services ^{and} is not operating in a manner acceptable to the City of Brampton; or
- (d) if the Lessee corporation shall dissolve or make an assignment for the benefit of creditors, or make an assignment or have a receiving order made against it pursuant to The Bankruptcy Act or become insolvent or bankrupt,

then at the option of the Lessor the lease shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever re-enter upon the Premises or any part thereof and repossess and enjoy the same as of its former estate. The right of re-entry on behalf of the Lessor is without prejudice to the right of the Lessor to recover arrears of rent or damages for any breach of covenant on the part of the Lessee.

19. INDEMNIFICATION:

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of any breach or non-performance of any covenant herein contained on the part of the Lessee and any damage to the property howsoever occasioned by the use and occupation of the Premises by the Lessee or its guests or any injuries of any person or persons including death, resulting at any time therefrom, occurring on or about the Premises or any part thereof or resulting from the use of the Premises during the term of this lease for any purpose whatsoever.

20. NOTICES:

All notices, demands and requests which may or are required to be given by either party hereto to the other shall be in writing. All notices, demands and requests by the Lessor to the Lessee shall be served personally or by registered mail addressed to the Lessee at Suite 404, 80 St. Clair Avenue East, Toronto, Ontario M4T 1N6 or at such other place as the Lessee from time to time may designate by written notice to the Lessor. All notices, demands and requests by the Lessee to the Lessor shall be served on the Clerk of The Corporation of the City of Brampton at 150 Central Park Drive, Brampton L6T 2T9, with a copy of any notice, demand or request to be sent to the Commissioner of Parks and Recreation at the same address.

21. SUCCESSORS AND ASSIGNS:

Subject to the provision of Section 13 hereof, this Agreement shall enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto.

22. ARBITRATION:

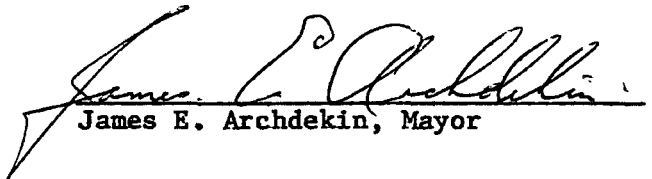
In the event that the parties cannot agree as to the rent to be charged on the renewal of this lease as provided by paragraph 6 hereof, or if there should be any dispute as to the interpretation of any term of this lease which the parties cannot resolve, then in each case such matter shall be subject to arbitration in accordance with the provisions of the Arbitration Act (R.S.O. 1980, c. 25, as amended).

IN WITNESS WHEREOF the parties have hereunto set their seals under the hands of their officers duly authorized in that behalf.

GEORGE D. CROMB AND ASSOCIATES LTD.



THE CORPORATION OF THE CITY OF
BRAMPTON



James E. Archdekin, Mayor



Ralph A. Everett, Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON

WCC
DATE 4/1/82

CRAFT ROOM
350'

ACTIVITY LOUNGE
900'

MENS' CHANGE RM.
1040'

WOMENS' CHANGE RM.
980'

FITNESS ROOM
1320'

OFFICE
100'
PRO SHOP
150'

dry change area

clothes stor.

dry change area

CODE:

- - - BOUNDARY OF LEASE AREA

COMMON AREA

JAN

MEN

WOMEN

KITCHEN

GALLERY
400'

COMMON AREA

CAFETERIA AND
CREATIVE AREA

SQUASH COURT
21' x 32'

SQUASH COURT
21' x 32'

COMMUNITY CENTRE
4500'

STAFF ROOM

OFFICE

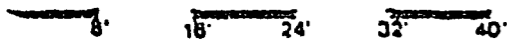
QUIET
ACTIVITY
ROOM

INDOOR
ACTIVE
PLAY

STORAGE

on Centre
Aug. 1979

Pearson &
Stephen
Architects



SCHEDULE "A"

DATE
BY
CHECKED
DATE

DATED: 1982

BETWEEN:

THE CORPORATION OF THE CITY
OF BRAMPTON

- and -

GEORGE D. CROMB AND
ASSOCIATES LTD.

LEASE

Law Department
The Corporation of the City of
Brampton
150 Central Park Drive
Brampton, Ontario
L6T 2T9

CC:kh

PASSED January 25 1982



BY-LAW

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of a lease (Day Care Centre
- Loafer's Lake Recreation
Centre)