

THE CORPORATION OF THE CITY OF BRAMPTON

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BY-LAW NUMBER 33-75

Being a by-law to authorize the execution of a lease between the Regional Municipality of Peel and the City of Brampton dated the 1st day of January 1974 in the form annexed hereto.

The Council of the Corporation of the City of Brampton ENACTS as follows:

THAT the Mayor and the Clerk are hereby authorized to execute a lease between the Regional Municipality of Peel and the City of Brampton in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 24th day of February, 1975

  
JAMES E. ARCHDEKIN MAYOR

  
KENNETH R. RICHARDSON CLERK

THIS INDENTURE made the 1st day of January, 1974.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the LESSOR

OF THE FIRST PART

A N D

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the LESSEE

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained on the part of the said Lessee to be respectively paid, observed and performed, the said Lessor has demised and leased and by these presents DOTH demise and LEASE unto the said Lessee ALL THAT messuage or tenement situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton and County of Peel) and being municipally known as

- (a) 1 Wellington Street (Registry Office Building) being all of said building save and except the area occupied by the Province of Ontario for land registry purposes, leased area 6447 square feet;
- (b) 3 Wellington Street (old Court House Building) being all of such building save and except the Court Room and rooms to the rear thereof and basement, leased area 8000 square feet.

TO HAVE AND TO HOLD the said demised premises for and during a term of five (5) years to be computed from the 1st day of January one thousand nine hundred and seventy-four and from thenceforth next ensuing and fully to be completed and ended, subject to an option to renew for further one year terms up to a total of five (5) years.

YIELDING AND PAYING therefor yearly and every year during the said term unto the Lessor an annual rental to be calculated as follows and to be paid in advance without deduction in twelve equal monthly instalments on the 1st day of each month in each year during the said term:

The sum of \$58,623.25 calculated as follows:

- (a) 6,447 square feet of space in 1 Wellington Street at a rental rate of \$4.75 per square foot per annum making a total of \$30,623.25
- (b) 8,000 square feet of space in 3 Wellington Street at a rental rate of \$3.50 per square foot per annum making a total of \$28,000.00.

Provided the said rates shall be adjusted annually in the event and to the extent that the annual operating cost to the Lessor of the premises, the floor area of the Lessee or the floor area of the premises vary. The said rental rates per square foot contain a sum equal to the percentage of the total annual operating cost to the Lessor of the premises calculated as follows:

$$\frac{\text{floor area of Lessee}}{\text{floor area of premises}} \times 100 \text{ equals}$$

(b) For the purpose of the lease "Annual Operating Cost" shall mean the annual cost to the Lessor of providing heat, light, electricity, management staff for the premises, air conditioning, insurance, janitorial services, maintenance to the grounds, parking, repairs, decoration, security and supervision to the premises.

THE said Lessee COVENANTS with the said Lessor to pay rent AND will not assign or sub-let without leave.

AND that it will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

PROVIDED that the Lessee may remove its fixtures.

PROVIDED that the Lessee shall have the right from time to time to make alterations and changes in the interior of the premises as it may find necessary to carry on its business as set out herein and at its own expense, including but without limiting the generality of the foregoing the erection of partitions and installation of lighting fixtures, provided consent of Lessor is first obtained which consent may not be unreasonably or arbitrarily withheld, and provided that such alterations do not cause irreparable damage to the premises and that such alterations shall be done and made in a good and workmanlike manner.

PROVIDED that in the event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

PROVIDED that the Lessee shall have the option to renew this lease for further periods of one (1) year up to a total of five (5) years in all on the understanding that unless notice is given otherwise by the Lessee to the Lessor this option shall extend automatically year by year up to the said maximum of five (5) years.

PROVIDED that the within rent shall include:

- (a) What furniture and fixtures were in and on the premises on the 1st day of January 1974
  
- (b) Maintenance, cleaning, repairs, janitorial services, free parking, security, heat, electricity, water, air conditioning and existing draperies and carpet

PROVIDED that should the Lessee hold over after the expiration of this lease and any renewals, the over holding shall be on the basis of a tenancy from month to month subject in all other respects to the terms and conditions of this lease.

PROVISO for re-entry by the said Lessor on non-payment of rent, or non-performance of covenants.

THE said Lessor COVENANTS with the said Lessee for quiet enjoyment.

PROVIDED that this lease shall be subject to the approval of the Ontario Municipal Board.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED ) THE REGIONAL MUNICIPALITY OF PEEL  
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 in the presence of )  
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\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
CLERK

THE CORPORATION OF THE CITY OF  
BRAMPTON

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK