



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 171-81

To authorize the execution of a
lease between Bramalea Nursery
Schools Ltd. and The Corporation
of the City of Brampton


WHEREAS The Corporation of the City of Brampton is
the owner of part of the West half of Lot 7, Concession IV,
East of Hurontario Street, in the City of Brampton;

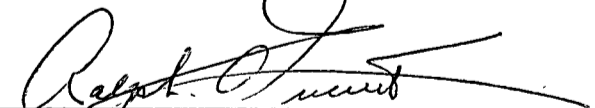
AND WHEREAS Bramalea Nursery Schools Ltd. carries
on business on part of the said lot and such business is known
as Bramalea Nursery School;

NOW THEREFORE The Corporation of the City of Brampton
hereby ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be authorized to execute a
lease between The Corporation of the City of
Brampton and Bramalea Nursery Schools Ltd.
2. This by-law shall come into force on the 14th day of
September , 1981.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 17th day of August , 1981.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

PASSED _____ st 17th _____ 19 81



BY-LAW

No. 171-81

To authorize the execution
of a lease between Bramalea
Nursery Schools Ltd. and The
Corporation of the City of
Brampton

THIS INDENTURE made the ^{7th} day of December, 1981.
IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "Landlord",

- and -

BRAMALEA NURSERY SCHOOLS LTD.,
hereinafter called the "Tenant".

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

AND WHEREAS further The Corporation of the City of Brampton
owns property composed of part of the west half of Lot 7, Concession
IV, East of Hurontario Street, within the City of Brampton;

AND WHEREAS further Bramalea Nursery Schools Ltd. carries
on business on part of the said lot and such business is known as
The Bramalea Nursery School.

NOW THEREFORE THIS INDENTURE WITNESSETH:

1. That in consideration of the rents, covenants and agreements
hereinafter reserved and contained on the part of the Tenant to be
paid, reserved and performed, the Landlord has demised and leased
and by these presents does demise and lease unto the Tenant the
lands and premises described in Schedule "A" hereto and outlined in
red in Schedule "B" attached to this Lease.

2. TO HAVE AND TO HOLD the demised premises for and during the
term of nine (9) years to be computed from the 7th day of July, 1981
and from thenceforth next ensuing and fully to be completed and
ended on the 7th day of July, 1990.

3. YIELDING AND PAYING THEREFORE unto the Landlord, its
successors and assigns, without any deduction, defalcation, or
abatement whatsoever, in lawful money of Canada, at such place or

places as the Landlord shall designate in writing from time to time, for each and every year of the term hereby granted upon the following basis:

- (a) For the twelve months commencing July 7, 1981 the rent shall be at the rate of \$472.00 per month.
- (b) For the twelve months commencing July 7, 1982 the rent shall be at the rate of \$510.00 per month.
- (c) For the twelve months commencing July 7, 1983 the rent shall be at the rate of \$551.00 per month.
- (d) For the twelve months commencing July 7, 1984 the rent shall be at the rate of \$595.00 per month.
- (e) For the twelve months commencing July 7, 1985 the rent shall be at the rate of \$643.00 per month.
- (f) For the twelve months commencing July 7, 1986 the rent shall be at the rate of \$694.00 per month.
- (g) For the twelve months commencing July 7, 1987 the rent shall be at the rate of \$749.00 per month.
- (h) For the twelve months commencing July 7, 1988 the rent shall be at the rate of \$809.00 per month.
- (i) For the twelve months commencing July 7, 1989 the rent shall be at the rate of \$874.00 per month.

The rental shall be paid monthly on the seventh day of each month, and the first payment thereof shall be made on the 7th day of July, 1981.

4. The parties hereto agree that the tenant shall have a right of way over the laneway indicated in blue on Schedule "B" attached to this lease. The parties also hereby agree that the tenant shall have the right to utilize the parking area also outlined in blue on the attached Schedule "B".

5. Landlord's Obligations

The Landlord covenants with the Tenant as follows:

- (a) For quiet enjoyment;
- (b) To help facilitate the use of the land and premises for the purposes enjoyed and used by the Tenant.

6. Tenant's Obligations

The Tenant hereby covenants with the Landlord as follows:

- (a) To pay the rent hereby reserved in the manner and on the days specified herein;
- (b) To pay when due all charges for electricity, fuel, gas, water, and telephone services as supplied to the demised premises;
- (c) Not to assign or transfer this lease or part with possession of the demised premises without the consent in writing of the Landlord first obtained;
- (d) Not to commit waste or nuisance, nor to carry on or suffer or permit to be carried on any type of activity that shall be deemed to be a nuisance or which shall be offensive or an annoyance to the general members of the public or to the Landlord;
- (e) To repair except damage done by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections and explosion (unless such explosion is caused by a negligence of the Tenant, its agents, employees, invitees or licencees) and insured risks only excepted; and to operate and keep the demised premises and every part thereof in a clean, wholesome and good condition;
- (f) To permit the Landlord to enter and view the state of repair, and subject to sub-clause (e), to repair according to notice in writing;

- (g) Not to make any alterations in, or additions or improvements to the demised premises without first obtaining the written consent of the Landlord which shall not be unreasonably withheld. Provided further that all alterations, additions, or improvements, whether by the Landlord or the Tenant, and all fixtures (other than fixtures in the nature of trade or tenant's fixtures) upon the demised premises and which in any manner are or shall be attached to the floors, walls or ceilings, and any linoleum or other floor covering which may be cemented or otherwise affixed to the floor of the demised premises, shall remain upon the demised premises and become the property of the Landlord at the expiration or other termination of this lease, subject to the provisions of paragraph 7 hereof;
- (h) The Tenant shall pay off, as and when any payments in respect thereof become due, and cause to be discharged any mechanics liens or similar liens that may be filed against the demised premises during the term of this lease for which the Tenant is responsible;
- (i) Not to affix or have exposed any sign or advertisement without first obtaining the written permission of the Landlord which shall not be unreasonably withheld;
- (j) To keep the access to the building situate on the property free from snow and ice and in reasonable repair. The City agrees that it will be responsible for providing snow removal on the roadway leading to the property as well as maintaining that particular laneway;
- (k) To heat the demised premises in such a manner as to keep the same reasonably warm whenever heat is reasonably required and during all hours when heat is necessary, and at all times to keep the demised premises at a temperature

sufficiently high to prevent freezing of water in pipes and fixtures; it being expressly understood that the Landlord is not responsible for heating the demised premises;

(l) At the expiration or earlier termination of this lease, to peaceably surrender to and yield up to the Landlord possession of the demised premises in a good and substantial repair and condition (subject to the exceptions contained in sub-clause (e) hereof;

(m) To provide the Landlord with written notice of any structural faults in the building or other structures from time to time located on the demised premises and to carry out any necessary structural repairs and incur the cost thereof;

(n) To provide for an attractive site and provide all services incidental to the creation and maintenance of an attractive site including the provision of proper landscaping, all within the confines of the demised premises;

(o) To pay and discharge when due, all taxes, rates, duties and assessments that may be levied, rated, charged or assessed against the demised premises and all the buildings, structures, fixtures and other facilities thereon;

(p) To insure and keep insured the building or buildings and improvements from time to time, situated, constructed or standing upon and forming a part of the demised premises against all loss and damage by fire or other hazards covered by normal supplemental insurance contracts from time to time used during the term hereof in an amount of not less \$100,000.00;

(q) To insure and keep insured during the whole of the term hereof, with an insurance company or companies of good standing and upon terms and conditions all satisfactory to the Landlord, all of the parties hereto for liability

for injury or death to persons and damage to property of others arising out of the use, maintenance or repair of the demised premises and/or the business of the Tenant, or any sub-tenant, licensee or occupier of the demised premises; such insurance shall be in an amount or amounts as the Landlord may reasonably require and contain a provision whereof it cannot be amended or cancelled without notice to the Landlord. It is hereby agreed that the amount of coverage shall be an amount of not less than \$1,000,000.00 in respect to injury or death to a single person and not less than \$2,000,000.00 for any one accident or occurrence and not less than \$200,000.00 in respect to property damage for any one accident, and shall not contain a deductible for each class of coverage of greater than \$1,000.00;

(r) To conduct its use of and activities upon the demised premises in such a manner as to comply with, and shall not do anything upon the demised premises in contravention of, any and all statutes, by-laws, rules, ordinances and regulations of any federal, provincial, municipal or other competent authority, for the time being in force.

7. IT IS FURTHER EXPRESSLY agreed between the Landlord and the Tenant as follows:

(a) That the Tenant shall be solely responsible for the condition, operation, maintenance and management of the demised premises and without limiting the generality of the following, the Tenant shall provide the following capital improvements prior to June 1st, 1982;

- (i) replacement of the furnace;
- (ii) replacement of the water tank;
- (iii) replacement or repair of the fence surrounding the outdoor play area;
- (iv) replacement or repair of the wood siding including painting of said siding;

- (v) replacement or repair to the cracks in the stucco finish and paint;
- (vi) replacement or repair to any damage done to eavestrough and shingles; and
- (vii) to generally up-grade the exterior appearance of the property and to bring the dwelling and lands into conformity with any local by-laws in respect to maintenance and occupancy.

(b) The Landlord shall not be responsible, except through its own negligence, in any way for any injury to any person or for any loss of or damage to any property belonging to the Tenant or its servants, employees, agents, invitees or licencees while such person, persons or property are in or about the demised premises;

(c) If the Tenant shall fail to perform any of the covenants, agreements, or obligations of the Tenant under or in respect of this lease, the Landlord may from time to time in its discretion or at its option, perform or cause to be performed any such covenants, agreements or obligations, or any part thereof, and for such purpose may do such things as may be requisite, including without limiting the foregoing, entering upon the demised premises and doing such things upon or in respect of the demised premises or any part or parts thereof as the Landlord may consider requisite or necessary. All expenses incurred and expenditures made by or on behalf of the Landlord under this sub-clause, shall be forthwith paid by the Tenant and if not so paid, shall be recoverable by the Landlord from the Tenant in the same manner as rent in arrears:

(d) If the Tenant:

- (i) shall be in default of the payment of rent or amounts hereunder, whether lawfully demanded or not, and such default shall continue for fifteen

- (15) days after written notice by the Landlord to the Tenant specifying such default and requiring the same to be remedied; or
- (ii) shall be in default of any of its covenants hereunder and such default shall continue for a period of thirty (30) days after written notice by the Landlord to the Tenant specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or
- (iii) the Tenant 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 Landlord, this lease shall become forfeited and void, and the Landlord may without notice or any form of legal process whatsoever re-enter upon the premises or any part thereof and re-possess and enjoy the same as of its former state. The right of re-entry on behalf of the Landlord is without prejudice to the right of the Landlord to recover arrears of rent or damages for any breach of covenant on the part of the Tenant.

(e) The Tenant shall indemnify and save harmless the Landlord 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 Tenant and any damage to property howsoever occasioned by the use and occupation of the demised premises by the Tenant or its guests or any injuries to any person or persons including death, resulting at any part thereof or resulting from the use of the demised premises during the term of this

lease for any purpose whatsoever. All insurance policies held by the Tenant shall recognize this right to indemnification and shall direct that such monies may be paid directly from the Insurance Company to The Corporation of the City of Brampton.

(f) 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 Landlord to the Tenant shall be served personally or by registered mail addressed to the Tenant at 9279 Dixie Road North, Brampton, Ontario, L6S 1J6 or at such other place as the Tenant from time to time may designate by written notice to the Landlord. All notices, demands and requests by the Tenant to the Landlord shall be served personally or by registered mail addressed to the Clerk of The Corporation of the City of Brampton, 150 Central Park Drive, Brampton, Ontario L6T 2T9 or at such other place as the Landlord from time to time may designate by written notice to the Tenant.

(h) That if during the term hereof or any renewal thereof the demised premises shall be destroyed or damaged, then the following provisions shall apply:

(i) If the demised premises or the building or buildings forming part of the demised premises shall be so badly injured or damaged as to be unfit for occupancy, and as to be incapable of being repaired with reasonable diligence within 120 days of the happening of such injury, or if such injury or damage shall be caused by an uninsured risk, then the term hereby granted shall cease at the option of either party and be at an end to all intents and purposes from the date of such damage, injury or destruction, and the Tenant shall immediately surrender the same,

and yield up possession of the demised premises to the Landlord, and the rent from the time of such surrender shall be apportioned;

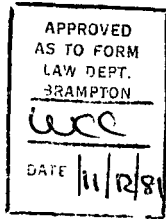
(ii) If the demised premises are destroyed or damaged by an insured risk and if the demised premises or the building or buildings forming part thereof shall be capable, with reasonable diligence, of being repaired and rendered fit for all occupancy within 120 days of the happening of such injury as aforesaid, then the rent hereby reserved shall not run or accrue after such injury, or while the process of repair is going on, and the Landlord shall repair the same with all reasonable speed and rent shall commence immediately after such repairs shall be completed. In the event that the demised premises are capable of being partially used, then rent shall abate only the proportion that part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

(iii) It is further agreed between the parties that the Tenant is responsible for any substantial or major improvements to the demised premises and shall bear the cost thereof. Without limiting the generality of the foregoing, this includes repairs done to the roof, plumbing, floors, stairs, windows, doors, walls, ceiling, wiring, or other electrical work, or any other integral part of the building situate upon the premises.

(i) The Landlord covenants at its expense to re-grade the part of the property where the septic tank was formerly located.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals for The Corporation of the City of Brampton and the Tenants have herein set their hands hereto.

THE CORPORATION OF THE CITY OF BRAMPTON



Per: James E. Archdekin
James E. Archdekin, Mayor

Per: Ralph A. Everett
Ralph A. Everett, Clerk

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

James Forrester
Witness

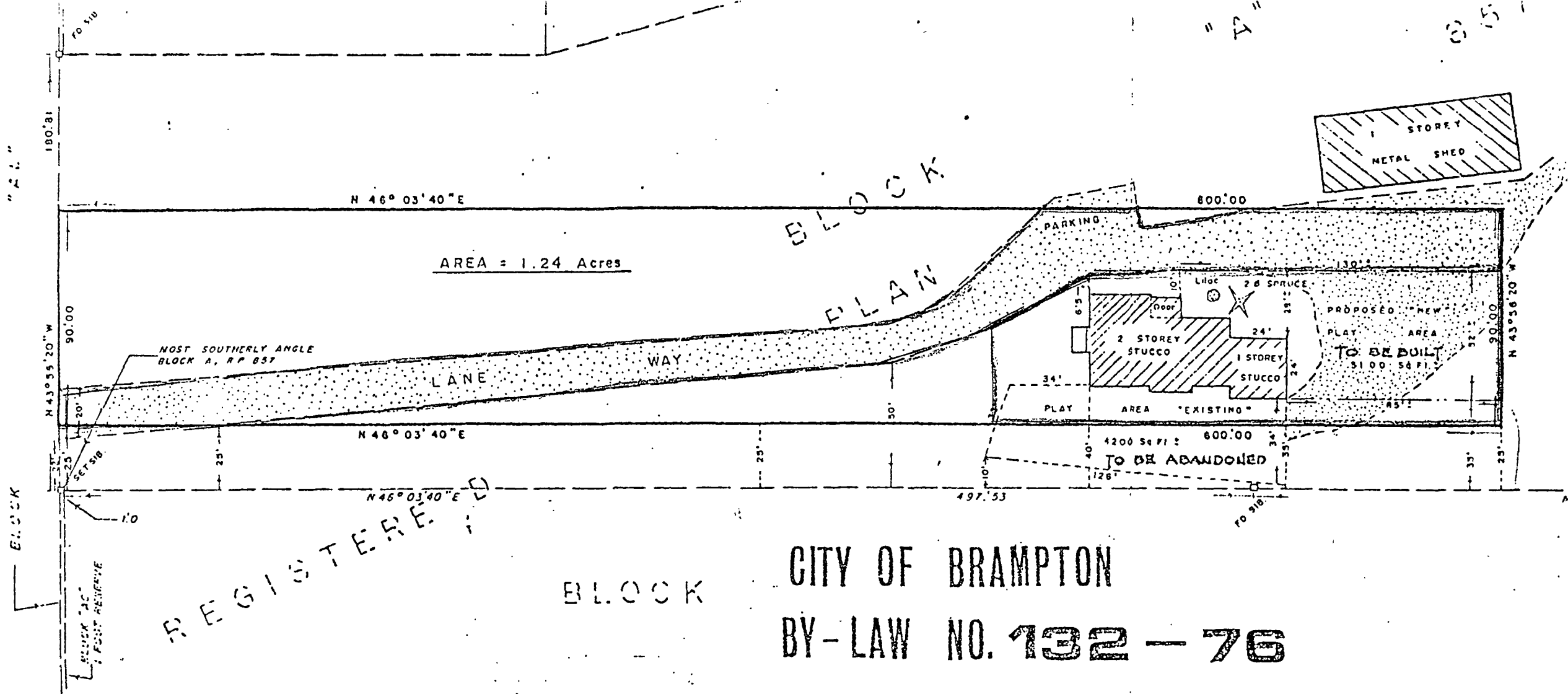
John Mennie
John Mennie, Signing Officer for
BRAMALEA NURSERY SCHOOLS LTD.

SCHEDULE "A"

Description of Property Demised

All and Singular that property lying and being in the City of Brampton in the Regional Municipality of Peel, formerly in the Township of Chinguacousy in the County of Peel, containing approximately one point two four (1.24) acres and being composed of part of the West Half of lot 7, Concession 4, East of Hurontario Street, which said parcel is shown on the sketch annexed hereto as Schedule "B".

DIXIE



REGISTERED

BLOCK

CITY OF BRAMPTON
 BY-LAW NO. 132 - 76

MADE FOR
 CITY OF BRAMPTON
 24 QUEEN STREET, EAST
 BRAMPTON

NOTES
 BEARINGS ARE TAKEN FROM REGISTERED PLAN 857.

SCHEDULE "B"

DATED:

BETWEEN:

THE CORPORATION OF THE CITY
OF BRAMPTON

- and -

BRAMALEA NURSERY SCHOOLS LTD.

L E A S E

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

WCC:kh