



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

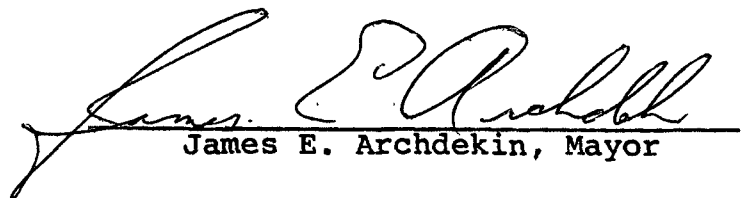
Number 204-77

Being a By-law to authorize the execution of a lease between The Corporation of the City of Brampton and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence.

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

1. That the Mayor and the Clerk are hereby authorized to execute a lease between the Corporation of the City of Brampton and Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence, in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME AND PASSED in Open Council
this 22nd day of August 1977.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

ENTERED IN

C.A.F.A. 1282

CARD NUMBER

No. L 77/78

DEPARTMENT OF NATIONAL DEFENCE

LEASE

The Corporation of the City of Brampton,

24 Queen Street East

BRAMPTON, Ontario

Brampton Fire Hall
2 Chapel Street
Brampton, Ontario

DEPARTMENTAL REFERENCE

FILE NO. 7800-160 TD 7095

MEMORANDA
Militia Accommodation

DEPARTMENT OF NATIONAL DEFENCE

CF 167 (INTERIM)

OFFER TO LEASE - LONG

THE CORPORATION OF THE CITY OF BRAMPTON

(hereinafter called the "Lessor")

hereby offer to lease the property described below to Her Majesty the Queen in Right of Canada, as represented by the Minister of National Defence (hereinafter called the "MINISTER") on the following terms and conditions:

1. LOCATION: 2 Chapel Street, in the City of Brampton, in the Regional Municipality of Peel, Province of Ontario.
2. DESCRIPTION: All land together with existing building as shown bordered red on the plan attached hereto as Schedule "A" to this agreement.
3. RENTAL ASKED: One Dollar (\$1.00) per year payable in advance.
4. TERM OFFERED: To have and to hold the said premises for and during the term of five (5) years definite commencing on the 1st day of November, 1977 and terminating on the 31st day of October, 1982.
5. RENEWAL PROVISIONS:
 - (a) This lease shall automatically be renewed for a further two terms of one (1) year each unless notice in writing is given by either party not less than two (2) months prior to the expiration of the then current term.
 - (b) Where the Minister or the Lessor has by written notice advised of an intention not to renew for a further one (1) year term, then continued occupancy subsequent to expiration of the said term shall be deemed to constitute a tenancy from month to month.

6. CHARGES: The Lessor and Lessee agree as follows:

- (i) The Lessor shall pay all insurance costs on the building but the Lessee shall be responsible for any insurance on the Lessee's chattels and fixtures and the Lessee agrees that in the event that the insurance costs on the building are increased as a result of any use made of the building by the Lessee, the Lessee shall be responsible for such increased costs.
- (ii) The Lessor shall pay all taxes and rates except for any taxes or rates imposed as a result of this lease or any use made of the premises by the Lessee and the Lessee agrees that in the event that any such increased taxes or rates are imposed the Lessee shall be responsible therefore.

7. RESPONSIBILITY FOR REPAIR:

- (a) Except as provided in paragraphs (b) and (c) below, the Lessee shall be responsible for all major and minor repair and maintenance, including, without limiting the generality of the foregoing, the following:
 - (i) structural;
 - (ii) roof;
 - (iii) exterior walls;
 - (iv) interior walls;
 - (v) window frames and sills;
 - (vi) doors and frames;
 - (vii) floors;
 - (viii) ceilings;
 - (ix) plumbing;
 - (x) heating system;
 - (xi) electrical system;
 - (xii) elevators;
 - (xiii) all installed equipment.
- (b) The Minister shall be responsible for damages to the premises save and except damages caused by or attributable to fair or ordinary wear and tear, fire, storm, tempest or other cause (eg, fortuitous event, irresistible force, etc.) beyond the control of the Minister: and
- (c) The Minister shall, in respect of premises occupied exclusively by him, be responsible for repairs and maintenance which become necessary during occupancy of the premises.

8. INSTALLATIONS:

The Minister shall be allowed to install additional fixtures and equipment, erect partitions and do any other work reasonably necessary to fit up the premises for occupancy or use by the Department of National Defence and, further, the Minister shall, on or before termination of the lease, be allowed to remove the said additional fixtures, equipment and works, which shall remain the property of the Minister. It is understood and agreed that any damage occasioned by the installation or removal of the said fixtures, equipment or works shall be made good by the Minister. It is further understood and agreed that the Minister may, with the consent of the Lessor, abandon and leave such fixtures, equipment and works on the said premises on termination of the lease and that, if the Lessor claims damages under the lease, the value of such fixtures, equipment and works shall be set off against the said damage claim.

9. RENOVATIONS:

The Minister agrees to configure the interior of the demised premises for armory purposes and such renovations shall include:

- (i) new heating system;
- (ii) rewiring and replumbing;
- (iii) partial repointing and reroofing;
- (iv) windows and doors;
- (v) concrete work;
- (vi) replacement of wood columns by steel;
- (vii) replacement of lath and plaster walls by dry walls;
- (viii) door repairs;

10. QUIET POSSESSION:

Upon payment of rents and performance of his obligations herein, the Minister shall and may peaceably and quietly enjoy the said premises during the said term or any renewal thereof without molestation, hindrance or disturbance from or by the Lessor or any person or persons claiming through or under the Lessor.

11. DESTRUCTION BY FIRE:

If the said premises are at any time during the said term, or any renewal term under this agreement, wholly or partially destroyed by fire, storm, tempest or other causes beyond the control of the Minister, so as to totally or partially deprive the Minister of their use, the term created shall forthwith terminate.

12. SUB-LETTING:

The demised premises or any part thereof shall not be transferred, assigned or sub-let by the Minister without the consent of the Lessor, provided that such consent shall not unreasonably or arbitrarily be withheld.

13. PARTICULARS OF LESSOR:

The following is the correct name, address and status of the Lessor:

- (a) Name: The Corporation of the City of Brampton
- (b) Address: 24 Queen Street East, Brampton, Ontario
- (c) Status: Municipal Corporation

14. MEANING OF OFFER TO LEASE:

THIS OFFER DOES NOT CONSTITUTE A BINDING AGREEMENT ON THE PART OF HER MAJESTY THE QUEEN UNTIL ACCEPTED ON HER BEHALF BY THE MINISTER WHICH ACCEPTANCE MUST BE INDICATED TO THE LESSOR OR HIS AGENT BY THE MINISTER OR HIS DULY AUTHORIZED REPRESENTATIVE WITHIN THREE MONTHS FROM THE DATE HEREOF.

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


 JAMES E. ARCHDEKIN MAYOR


 KENNETH R. RICHARDSON CLERK

15. ACCEPTANCE OF OFFER:

THE ABOVE OFFER IS HEREBY ACCEPTED ON BEHALF OF THE MINISTER OF NATIONAL DEFENCE AND THE FOREGOING TERMS AND

CONDITIONS SHALL CONSTITUTE THE AGREEMENT BETWEEN THE PARTIES
HERETO.

DATED AT *Ottawa* IN THE PROVINCE OF *Ontario*
THIS *19th* DAY OF *December*, 1977.

Approved as to form
and legality,
H. Hagen
Judge Advocate General.

K. A. ...
DIRECTOR GENERAL
PROPERTIES AND UTILITIES
DEPARTMENT OF NATIONAL DEFENCE

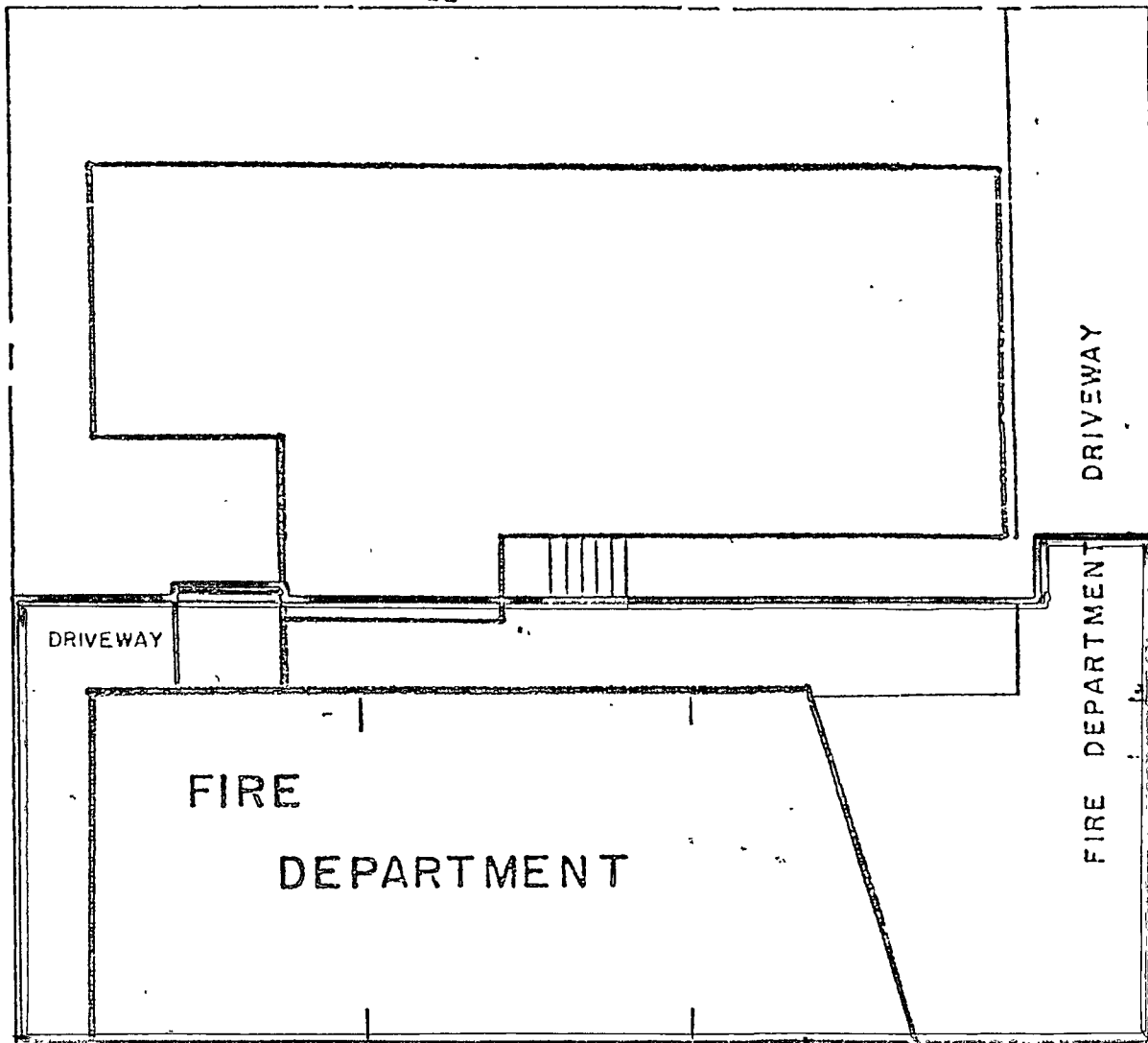
UNION STREET

SCHEDULE "A"



PROPERTY LINE
(OFF ASSESSMENT
SHEET)

CHAPEL STREET



This is Schedule "A" referred to in the Offer to Lease dated the 19th day of December 1977 and made between The Corporation of the City of Brampton and Her Majesty the Queen in right of Canada.

THE CORPORATION OF THE CITY OF BRAMPTON

DRIVEWAY

James E. Piddell Mayor
Richardson Clerk

Approved as to form and legality.
A. Hagen
Judge Advocate General.

Kouchard SCALE: 1" = 20'
Director General Properties and Utilities
Department of National Defence