



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 239-83

To authorize the execution of an agreement between The Peel Board of Education and The Corporation of the City of Brampton
(Parking on Centre Street)

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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated August 15th, 1983 between The Peel Board of Education and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 15th day of August , 1983.

KENNETH G. WHILLANS

MAYOR

RALPH A. EVERETT

CLERK

This Indenture

made (in duplicate) the 28th day of June,
one thousand nine hundred and eighty-three

In Pursuance of the Short Forms of Leases Act.

Between

THE PEEL BOARD OF EDUCATION

hereinafter called the LESSOR, of the FIRST PART

and

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 reserved and contained on the part of the Lessee, the Lessor DOETH demise and lease unto the Lessee, his executors, administrators and assigns,

ALL that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel and being composed of the whole of Block L, Plan 175, as shown outlined in red on sketch attached hereto as Schedule "A".

~~To Have and To Hold~~ the said demised premises for and during the term of
THREE ----- (3) -----

years, to be computed from the first day of August
one thousand nine hundred and eighty three and thenceforth next ensuing and fully
to be completed and ended on the 31st day of July, 1986.

~~Holding and Paying~~ therefor yearly and every year during the said term unto the said
Lessor, his heirs, executors, administrators or assigns, the sum of ONE -----
----- (\$1.00) -----

Dollar^s
of lawful money of Canada; to be payable on the following days and times that is to
say, on the 1st day of August in each year.

The first of such payments to become due and be made on the 1st day of
August next, and the last payment to become due and to be paid in advance on
the 1st day of August, 19 85

In addition to the rent, the Lessee is to pay all costs of
lease preparation.

The Said Lessor hereby covenants and agrees with the said Lessor, that in consideration
of the premises, and of the leasing and letting by the said Lessor to the said Lessee of
the lands and premises above named for the term hereby created (and it is upon that
express understanding that these presents are entered into), that notwithstanding any-
thing contained in Section 29 of Chapter two hundred and six of the Revised Statutes of
Ontario, 1960, or in any other section of the said Act, or in any other Statute which may
hereafter be passed to take the place of said Act or to amend the same, that none of the
goods or chattels of the said Lessee at any time during the continuance of the term hereby
created, on said demised premises, shall be exempt from levy in distress for rent in arrear
by said Lessee as provided for by section or sections of the said Act above named, or in
any amendment or amendments thereto, and that upon any claim being made for such
exemption by said Lessee or in distress being made by the said Lessor this covenant and
agreement may be pleaded as an estoppel against said Lessee in any action brought to
test the right to the levying upon any such goods as are named as exempted in said Section
or Sections or amendment or amendments thereto, said Lessee waiving as he hereby does
all and every benefit that could or might have accrued to him under and by virtue of the
said Section or Sections of said Act, or any amendment or amendments thereto, but for
the above Covenant.

The said Lessee COVENANTS with the said Lessor to pay rent.

And to pay taxes, except for local improvements.

And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

And not to cut down timber.

And to keep up fences.

And that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

And will not assign or sub-let without leave.

And will not carry on any business that shall be deemed a nuisance on said premises.

And that he 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 his fixtures.

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

And Also, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, and the next succeeding month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as of his former estate; anything herein contained to the contrary notwithstanding.

Provision 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.

The Lessee will be permitted to create a temporary parking lot for the parking of cars. This will be a gravel parking lot with asphalt access to Centre Street. All construction costs will be borne by the Lessee. The Lessee will remove all and any improvements from the site as required by the Lessor.

No other improvements of a "capital" nature are to be undertaken without the Lessor's permission.

The Lessee is to be responsible for the maintenance of the entire block, including weed control, grass cutting and debris removal.

The Lessee will acknowledge by a sign at the entrance to the parking lot that the property is owned by the Lessor and provided to the Lessee at no cost; such wording as may be suggested to be approved by the Lessor.

And it is further agreed by and between the parties hereto that wherever the singular and masculine are used throughout this Lease the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

In Witness Whereof, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

In the presence of

THE PEEL BOARD OF EDUCATION

Per: [Signature]
Superintendent of Academic Affairs

Per: [Signature]
Chairman of the Board
THE CORPORATION OF THE CITY OF BRAMPTON

Per: [Signature]

Per: [Signature]

AUG 19 1983

PLAN OF SUBDIVISION OF
PART OF LOT 9, CONCESSION
CITY OF BRAMPTON (FORMERLY
REGIONAL MUNICIPALITY

SCALE 1" = 100'

H. J. REINTHALER O.L.S. 1976

PLAN
43R-3802

PART

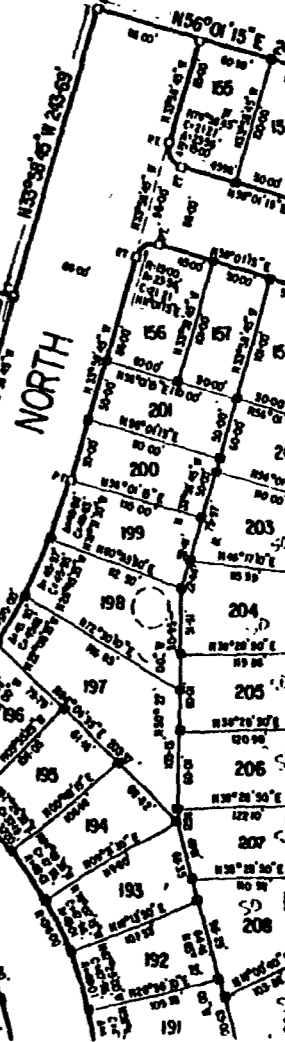
PARCEL 9-2, SEC. 23 CHING-1 (E.H.S.)

PART 3
PART 2

PART OF PART 3
PLAN 43R-4473
PART OF PART 4
N64°37'35"E 613.46'
42.00'

N80°35'41"E 250.00'
25.00'

N55°01'15"E 371.07'
371.07'



BLOCK K
AREA 8.14 AC.

WALKWAY

BLOCK L
AREA 9.000 AC.

2 LIGHTED
TENNIS COURTS

FIELD
HOUSE

Soccer
FIELD

Soccer
FIELD

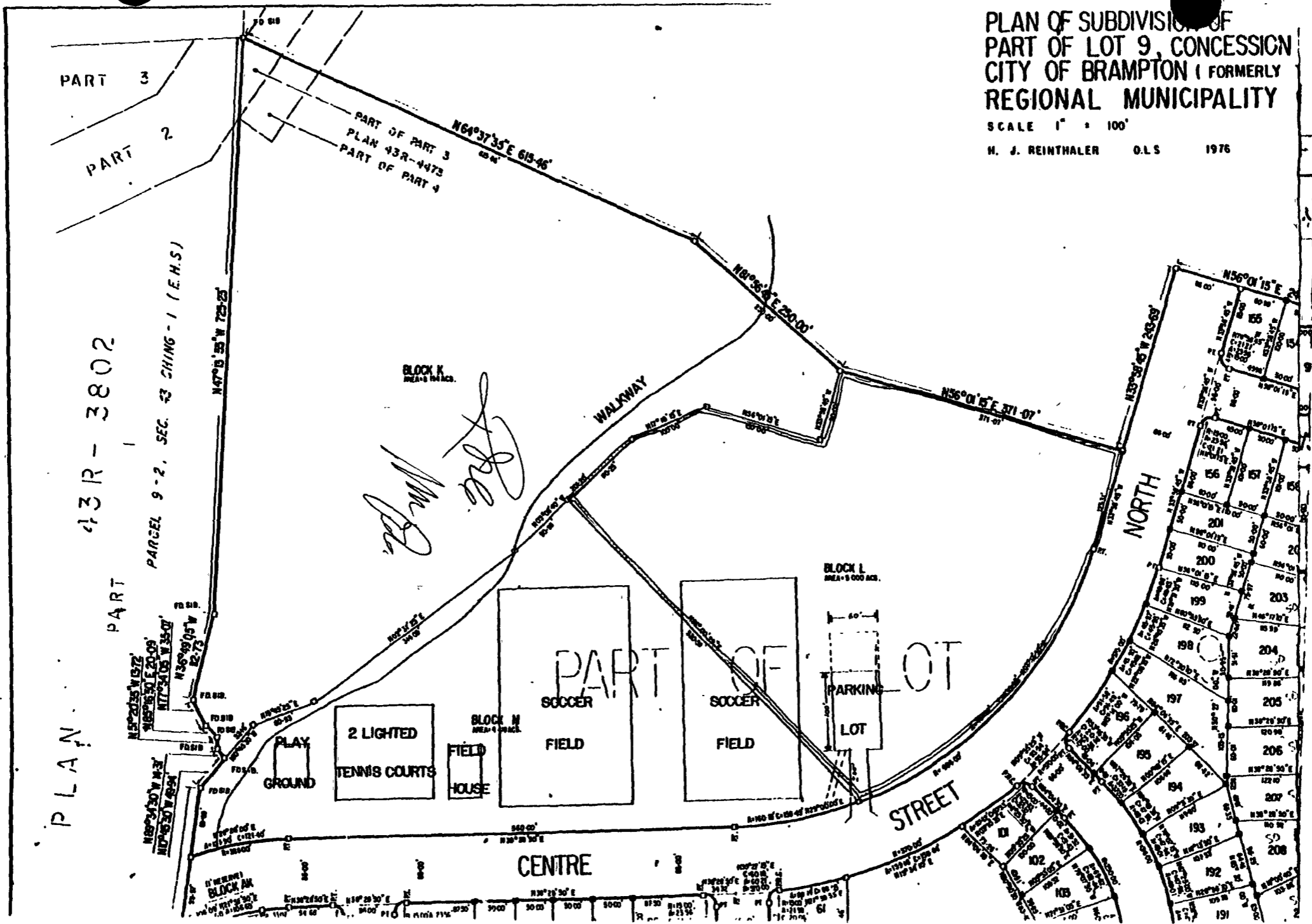
PARKING
LOT

STREET

CENTRE

BLOCK AK

Mr. Lee



I,
of the
in the

make oath and say:

*See footnote I am a subscribing witness to the attached instrument and I was present and saw it executed
at by

*See footnote I verily believe that each person whose signature I witnessed is the party of the same name referred
to in the instrument.

SWORN before me at the
in the
this day of 19

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) an attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

Dated June 28th 19 83

THE PEEL BOARD OF EDUCATION

—TO—

THE CORPORATION OF THE CITY
OF BRAMPTON

Statutory Lease

Newsome and Gilbert, Limited, Toronto -- Form 239

PALLET VALO BARSKY & HUTCHESON
Barristers & Solicitors,
1450 - 2 Robert Speck Parkway,
Mississauga, Ontario,
L4Z 1H8

REGISTRATION FEE