



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

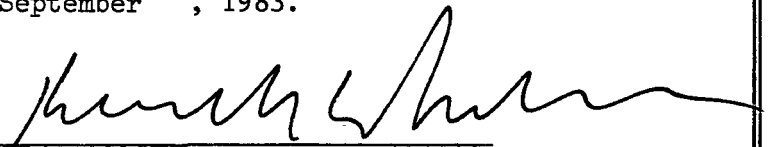
Number 254-83


To authorize the execution of the
lease of 83 Railroad Street

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 of the property known municipally as 83 Railroad Street from the City to Andrew and Cheryl Lomax.
2. By-law Number 156-82 is hereby rescinded.

READ a FIRST, SECOND and THIRD TIME and PASSED in
Open Council this 12th day of September , 1983.


Kenneth G. Whillans, Mayor


Ralph A. Everett, Clerk

APPROVED
AS TO FORM
LA. DEPT.
BRAMPTON
WCC
DA. 8/9/83

This Indenture

made in duplicate the 1st day of September 19 83

In Pursuance of the Short Forms of Leases Act

Between

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "Lessor"
OF THE FIRST PART

and

ANDREW AND CHERYL LOMAX

hereinafter called the "Lessee"
OF THE SECOND PART

and

~~husband XXX wife of the said Lessor~~
~~hereinafter called the "Spouse of the Lessor"~~
OF THE THIRD PART

~~Witnesseth~~ that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the said Lessee to be paid, observed and performed, the said Lessor hath demised and leased and by these presents DOTH demise and LEASE unto the said Lessee ALL THAT messuage and tenement located in the following municipality, namely, the City of Brampton, in the Regional Municipality of Peel

and being composed of ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Brampton, in the Regional Municipality of Peel (formerly in the Town of Brampton, in the County of Peel), and being composed of Town Lots Numbers 111 and 112 on the west side of Railroad Street, being a subdivision of part of the East Half of Lot Number 6 in the First Concession, West of Hurontario Street, in the Township of Chinguacousy, according to a plan made by C. J. Wheelock, P.L.S. and referred to as Plan BR-35, registered in the Registry Office for the Registry Division of Peel (No. 43), known municipally as 83 Railroad Street,

(hereinafter called the "premises"), upon the following terms and conditions:

To have and to hold the premises for and during the term of

to be computed from the 1st day of September one thousand
nine hundred and eighty-three and ending on the 31st day of
August, one thousand nine hundred and eighty-four.

YIELDING AND PAYING therefor yearly and every year during the said term unto the
said Lessor the sum of \$6000.00 per year of lawful money of Canada, without any
deduction, defalcation or abatement whatsoever to be payable monthly on the
following days and times, that is to say: on the first day of each month
as follows:

FIVE HUNDRED--(\$500.00)--on the first days of September to
December, 1983 and January to July 1984, both inclusive

The first of such payments to become due and to be made on the 1st day of
September next.

THE Lessee agrees to deposit with the Lessor the sum of \$ 500.00 as prepaid
rent, to be applied towards the last month's rent of the term. The Lessor agrees to pay to
the Lessee interest annually thereon at the rate of 6% per annum. Subject always to
Section 85 of The Landlord and Tenant Act, if the Lessee abandons or vacates the prem-
ises at any time prior to the expiration of the herein term of lease, the Lessor shall be
permitted to retain absolutely the aforesaid sum of money so deposited with the Lessor.

THE Lessee covenants with the Lessor:

to pay rent

~~to pay taxes except for local improvements~~

to pay water rates and charges for gas, electricity and telephone.

to maintain the premises in a state of cleanliness, and to repair any damage caused
thereto by his own wilful or negligent conduct or that of persons who are permitted
on the premises by him.

to keep up fences.

not to cut down timber.

not to assign or sublet without the consent of the Lessor, such consent not to be
arbitrarily or unreasonably withheld. The Lessee shall pay the Lessor's reasonable
expenses incurred thereby.

not to carry on upon the premises any business that may be deemed a nuisance or by
which the insurance on the premises will be increased.

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

that the Lessee will repair according to notice in writing, reasonable wear and tear
and damage by fire lightning and tempest only excepted.

to promptly notify the Lessor of any repairs to be made by the Lessor, and upon
giving prior notice in accordance with Section 93 of The Landlord and Tenant Act,
the Lessor shall be permitted to enter and view the state of repair and to make any
such repairs.

PROVIDED that the Lessee may remove his fixtures, if such removal may be, and is, done
without injury to the premises.

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

PROVIDED that, where the premises become vacant and so remain for a period of 30
days, it shall be presumed that the Lessee has abandoned the premises and the Lessor
may re-enter and take immediate possession of the premises.

PROVIDED that if the Lessee be assessed as a Separate School Supporter, he will pay to
the Lessor a sum sufficient to cover the excess of the Separate School tax, over the public
school tax, if any, for a full calendar year.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of cove-
nants, provided that such re-entry shall, at all times, be in accordance with the provisions
of The Landlord and Tenant Act.

PROVIDED that, if the term hereby granted shall be at any time seized or taken in execution or attachment, by any creditor of the Lessee, or if the Lessee shall make an 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, together with the rent for three months thereafter, shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act, as amended.

THE Lessor shall maintain the premises in a good state of repair and fit for habitation during the herein lease in order that the premises comply with health and safety standards required by law.

THE Lessor covenants with the said Lessee for quiet enjoyment.

THE Lessee covenants with the Lessor to permit the said Lessor during the last month of the currency of this lease, to put up upon the said premises, notice of his intention to lease the same; and also to permit during the same time, such person or persons as he may be desirous of leasing the said premises at the expiration of this lease to visit and inspect the same on written notice to the Lessee, given at least twenty-four hours before the time of entry, which shall be during daylight hours and specified in the notice.

IT IS HEREBY agreed between the parties hereto that if, upon the determination of the lease by effluxion of time, the Lessor permits the Lessee to remain in possession of the premises and accepts rents in respect thereto, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only.

Strike out
if not
applicable

~~AND the said spouse of the said Lessor hereby consents to the terms of the lease evidenced by this Indenture.~~

IT IS HEREBY declared and agreed that the expressions "Lessor" and "Lessee", wherever used in this Indenture, shall, when the context allows, include, be binding on and enure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

AND it is further agreed between the parties hereto that wherever the singular and masculine are used throughout this lease they shall be construed as if the plural or 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 grammatical and terminological changes thereby rendered 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 CORPORATION OF THE CITY OF BRAMPTON
Kenneth G. Williams (Mayor)
Ralph A. Everett (Clerk)

Bathyn Ballance

Cheryl Lomax
Cheryl Lomax

RECEIPT OF TENANCY AGREEMENT:

I/WE hereby acknowledge receiving a duplicate original copy of the herein lease this
24th day of August, 1983.

J. Lomax
Lessee (Tenant)

Cheryl Lomax
Lessee (Tenant)

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

XK / WE ANDREW AND CHERYL LOMAX
of the City of Brampton
in the Regional Municipality of Peel

(severally) make oath and say: When XIX / WE executed the attached instrument,
* If attorney, see footnote

~~KWXX~~ / WE WERE EACH at least eighteen years old;
and within the meaning of section 1(f) of The Family Law Reform Act, 1978,

- (a) ~~XXXXXX~~
- (b) ~~XXXXXX~~
- (c) We were spouses of one another.

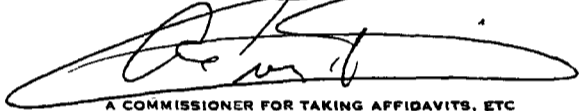
Strike out inapplicable clauses.

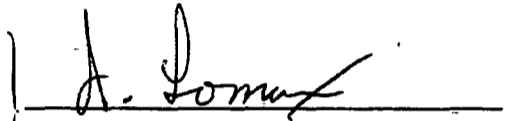
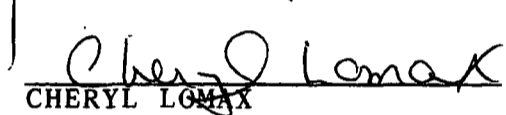
** Not a matrimonial home, etc., see footnote.

Resident of Canada, etc.

(SEVERALLY) SWORN before me at the City of Brampton in the Regional Municipality of Peel

this 24th day of AUGUST 19 83.


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC



CHERYL LOMAX

* Note: Where affidavit made by an attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status, and if applicable, name of other spouse) within the meaning of section 1(f) of The Family Law Reform Act, 1978 and when he/she executed the power of attorney, he/she had attained the age of majority".

** Note: See Section 42(3) of The Family Law Reform Act, 1978 where spouse does not join in or consent; or complete a separate affidavit.

AFFIDAVIT OF SUBSCRIBING WITNESS

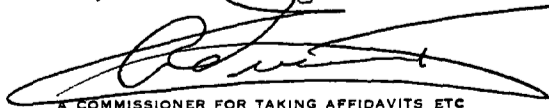
I, Kathryn Ballance
of the City of Brampton
in the Regional Municipality of Peel

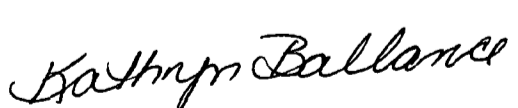
make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at Brampton, Ontario by Andrew and Cheryl Lomax
*See footnote

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

SWORN before me at the City of
Brampton in the Regional
Municipality of Peel
this 24th day of August 19 83


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) as 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 September 1, 1983

THE CORPORATION OF THE CITY OF
BRAMPTON

—TO—

ANDREW AND CHERYL LOMAX

House Lease
FOR YEARS

Commencing September 1, 1983

Ending August 31, 1984

Yearly Rent \$6,000

Newsome and Gilbert, Limited—Form 278

Clerk's Department
The Corporation of the City
of Brampton
150 Central Park Drive
Brampton, Ontario
L6T 2F9

AF:kb

REGISTRATION FEE

THIS SPACE TO BE RESERVED FOR CERTIFICATE OF REGISTRATION

PASSED September 12th 19 83



BY-LAW

No. 254-83

To authorize the execution
of the lease of 83 Railroad
Street