



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 30-81

To authorize the execution of a Lease of property situate at 145 Main Street South, Brampton between The Corporation of the City of Brampton and The Rotary Club of Brampton South.

WHEREAS The Corporation of the City of Brampton has acquired title to property situate at 145 Main Street South in Brampton and formerly known as "the Tatlow property".

AND WHEREAS this property is more particularly described as being composed of Part 1 on a Plan of Survey of Record deposited in The Land Registry Office for the Registry Division of Peel (No. 43) as 43R-8674.

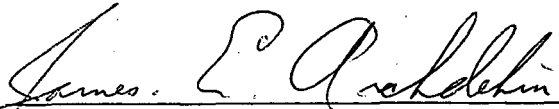
AND WHEREAS The Corporation of the City of Brampton desires that the building on this property be leased to The Rotary Club of Brampton South for use for its charitable and community programmes.

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


1. The Mayor and Clerk are hereby authorized to enter into and execute an agreement with The Rotary Club of Brampton South for the lease of premises situate at 145 Main Street South in the City of Brampton.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open
Council this 26th day of January 1981.

THE CORPORATION OF THE CITY OF BRAMPTON



JAMES E. ARCHDEKIN MAYOR



RALPH E. EVERETT CITY CLERK
A

APPROVED
AG TO FOR
LAW DEPT.
D/TON
DATE 1/26/81

THIS INDENTURE made the 1st day of April, 1981. B1/12/81

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 -

THE ROTARY CLUB OF BRAMPTON SOUTH
CHARITABLE FOUNDATION, a corporation
incorporated under the laws of the
Province of Ontario,

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 the Rotary Club of Brampton South Charitable Foundation is duly incorporated by Letters Patent pursuant to the laws of the Province of Ontario as a corporation without share capital as a non-profit or charitable organization;

AND WHEREAS further The Corporation of the City of Brampton owns property located at 145 Main Street South in the City of Brampton;

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 (hereinafter called the "demised premises").
2. TO HAVE AND TO HOLD the demised premises for and during the term of twenty (20) years to be computed from the 1st day of April, 1981 and from thenceforth next ensuing and fully to be completed and ended on the 31st day of March, 2001.
3. YIELDING AND PAYING THEREFOR 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 a rental of FIVE THOUSAND (\$5,000.00) DOLLARS payable annually on the 1st day of April in each of the years 1981, 1982, 1983, 1984, 1985; and thereafter a rental of ONE HUNDRED (\$100.00) DOLLARS per annum payable annually on the 1st day of April in each year, the first payment thereof to be made on the 1st day of April, 1986.

4. The parties hereto agree that either party shall have the right to terminate this lease on the third anniversary date and each subsequent anniversary date upon six (6) months prior written notice to the other party. In the event that the Landlord elects to terminate the within lease, then the Landlord shall reimburse the Tenant forthwith for any rents paid pursuant to this lease up to the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, as well as any amounts expended by the Tenant for capital improvements to the demised premises.

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;
- (c) 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;
- (d) That the Tenant or its invitees may use the parking lot situate on the adjacent property known as the "sewage treatment plan site", except for the times when the said site is not required for use by the Landlord and notice of such use is given in writing to the Tenant; provided that the Landlord may at any time revoke such right or licence upon three (3) months prior written notice to the Tenant, and without any resultant qualification or reduction in rent.

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, 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, which consent shall not be unreasonably withheld;
- (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) Not to carry on or permit to be carried on any type of business or activity which would not fall within the objects as specified in the Letter Patent, Supplementary Letters Patent, Articles of Incorporation, or Articles of Amendment of the Tenant;
- (f) To repair; reasonable wear and tear and damage by fire, lightning, tempest, impact of aircraft, acts of God or the Queen's enemies, riots, insurrections, structural defects or weaknesses and explosion (unless such explosion is caused by a negligence of the Tenant, its agents, employees, invitees or licencees) and insured risks only accepted; and to operate and keep the demised premises and every part thereof in a clean, wholesome and good condition;
- (g) To permit the Landlord to enter and view the state of repair, and subject to sub-clause (f), to repair according to notice in writing;
- (h) To permit the Landlord, its agents, employees, or invitees to use the demised premises at such times as are reasonably acceptable to the Tenant;
- (i) 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 become the property of the Landlord at the expiration or other termination of this lease, subject to the provisions of paragraph 4 hereof;

- (j) 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;
- (k) 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;
- (l) To keep the roadway included within the description of the demised premises in Schedule "A" hereto clear of snow and ice and in good repair (subject to the exceptions contained in sub-clause (f) hereof);
- (m) 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;
- (n) 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 (f) hereof);
- (o) 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;

- (p) Not to conduct on the demised premises any social activity, or projects or programs, between the hours of 1:00 o'clock a.m. and 7:00 o'clock a.m.;
- (q) 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;
- (r) 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;
- (s) 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 \$500,000.00 in respect to injury or death to a single person and not less than \$1,000,000.00 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;
- (t) 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;
- (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 the 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 time therefrom occurring on the demised premises or any part thereof or resulting from the use of the demised premises during the term of this lease for any purpose whatsoever;
- (f) Both the Landlord and the Tenant acknowledge that the projects and programs being conducted by the Tenant upon the subject property are primarily for non-profit purposes and for the enjoyment of non-profit organizations. This acknowledgement forms part of the consideration for this lease.
- (g) 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 P.O. Box 501, Brampton, Ontario, L6V 2L4 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 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 recommence 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 in the proportion that part of the demised premises rendered unfit for occupancy bears to the whole of the demised premises.

- (i) The word "Landlord", wherever occurs in this lease shall extend to and include the successors and assigns of the Landlord; and the word "Tenant" shall extend to and include the successors and assigns of the Tenant.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON

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

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

THE ROTARY CLUB OF BRAMPTON SOUTH
CHARITABLE FOUNDATION

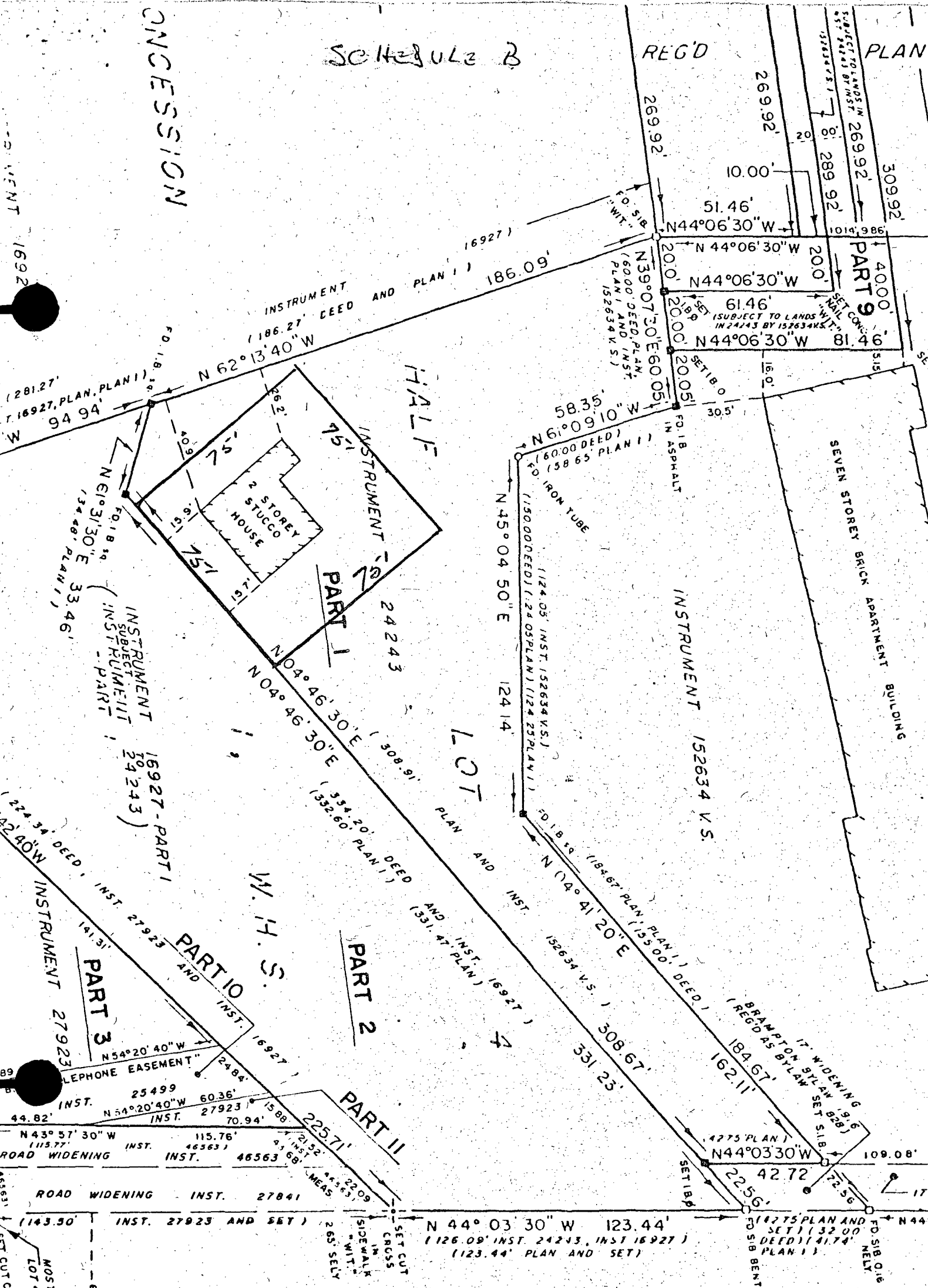
Per: *[Signature]*
President

Per: *P. G. Peters*
Secretary

SCHEDULE "A"

The parcel of land having dimensions of 75 feet wide by 75 feet deep containing a two-storey stucco house, and shown outlined in red on Schedule "B" attached hereto, and being composed of Part of the East half of Lot 1, Concession 1, W.H.S. (Chinguacousy), in the City of Brampton, in the Regional Municipality of Peel, and designated as Part 1, Plan 43R-8674;

TOGETHER with a right-of-way for the purpose of ingress and egress for persons and vehicles in, over, along and upon the roadways and laneways located on Parts 1 and 2, Plan 43R-8674.



THE KING'S HIGHWAY NO 10 MAIN STREET SOUT
 ROAD ALLOWANCE BETWEEN CONCESSIONS I E.H.S.

- NOTES
- 1) —
 - 2) —
 - 3) —
 - 4) —
 - 5) W.H.S. L
 - 6) E.H.S. L
 - 7) DEED D
 - 8) PLAN D
 - 9) DATED M
 - 10) BEARING
 - 11) "WIT." L

PART	
1	P
2	P
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6	P
7	P
8	P
9	P
10	P
11	P
12	P

MADE FOR
 DAVIS WEB
 41 GEORGE
 BRAMPTON
 AND
 THE CITY

PASSED January 26th, 19 81



BY-LAW

30-81

No. _____

To authorize the execution
of a Lease of property situate
at 145 Main Street South,
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Rotary Club of Brampton South.