

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 32-75


Being a by-law to authorize the execution of a lease between the City of Brampton and the Regional Municipality of Peel dated the 1st day of January 1974 in the form annexed hereto

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

THAT the Mayor and the Clerk are hereby authorized to execute a lease between the City of Brampton and the Regional Municipality of Peel in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in
Open Council this 24th day of February, 1975


JAMES E. ARCHDEKIN MAYOR


KENNETH R. RICHARDSON CLERK

THIS INDENTURE made the 1st day of January, 1974.

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 LESSOR,

OF THE FIRST PART

A N D

THE REGIONAL MUNICIPALITY OF PEEL

hereinafter called the LESSEE,

OF THE SECOND PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter respectively reserved and contained on the part of the said Lessee to be respectively paid, observed and performed, the said Lessor has demised and leased and by these presents DOTH demise and LEASE unto the said Lessee, ALL THAT messuage or tenement situate, 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) and being parts of the Municipal Complex (hereinafter called the "Complex") at 150 Central Park Drive, as detailed in Schedule "A" attached hereto.

TO HAVE AND TO HOLD the said demised premises for and during a term of five (5) years to be computed from the 1st day of January, one thousand nine hundred and seventy-four and from thenceforth next ensuing and fully to be completed and ended, subject to an option to renew for further one year terms up to a total of five (5) years.

YIELDING AND PAYING therefor yearly and every year during the said term unto the Lessor an annual rental to be calculated as follows and to be paid in advance without deduction in twelve equal monthly instalments on the 1st day of each month in each year during the said term:

- (a) The annual total rental shall be \$260,892.50
calculated as follows:

36,210 square feet plus 1,500 square feet

of service area at a rental rate of

\$6.75 per square foot \$254,542.50

650 square feet at a rental rate of

\$3.00 per square foot \$ 1,950.00

800 square feet at a rental rate of

\$5.50 per square foot \$ 4,400.00

Provided the said rent of \$260,892.50 shall be adjusted annually in the event and to the extent that the annual operating cost to the Lessor of the Complex, the floor area of the Lessee or the floor area of the Complex vary. The said rental rates per square foot contain a sum equal to a percentage of the total annual operating cost to the Lessor of the Complex calculated as follows:

floor area of Lessee (39,160)	
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floor area of Complex (183,700)	x 100 equals 21.32%

- (b) For the purpose of the lease "Annual Operating Cost" shall mean the annual cost to the Lessor of providing heat, light, electricity, management staff for the Complex, air conditioning, insurance, janitorial services, maintenance to the grounds, reflecting pool, ice rink and parking, repairs, decoration, security and supervision of the Complex.

THE said Lessee COVENANTS with the said Lessor to pay rent AND will not assign or sub-let without leave AND that it 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 its fixtures.

PROVIDED that the Lessee shall have the right from time to time to make alterations and changes in the interior of the premises as it may find necessary to carry on its business as set out herein and at its own expense, including but without limiting the generality of the foregoing the erection of partitions and installation of lighting fixtures, provided consent of Lessor is first obtained which consent may not be unreasonably or arbitrarily withheld, and provided that such alterations do not cause irreparable damage to the premises and that such alterations shall be done and made in a good and workmanlike manner

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

PROVIDED that the Lessee shall have the option to renew this lease for further periods of one (1) year up to a total of five (5) years in all on the understanding that unless notice is given otherwise by the Lessee to the Lessor this option period shall extend automatically year by year up to the said maximum of five (5) years.

PROVIDED that the within rent shall include:

- (a) What furniture and fixtures were in and on the premises on the 1st day of January, 1974, list attached.
- (b) Maintenance, cleaning, repairs, janitorial service, free parking, security, heat, electricity, water, air conditioning and existing draperies and carpet.

PROVIDED that should the Lessee hold over after the expiration of this lease and any renewals, the over holding shall be on the basis of a tenancy from month to month subject in all other respects to the terms and conditions of this lease.

PROVISO 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.

PROVIDED that this lease shall be subject to the approval of the Ontario Municipal Board.

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

SIGNED, SEALED AND DELIVERED
in the presence of

) THE CORPORATION OF THE CITY
) OF BRAMPTON
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MAYOR

CLERK

THE REGIONAL MUNICIPALITY OF PEEL

CHAIRMAN

CLERK

S C H E D U L E "A"

36,210 square feet of office space

1,500 square feet of service area

1,450 square feet of miscellaneous space