



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 231-76

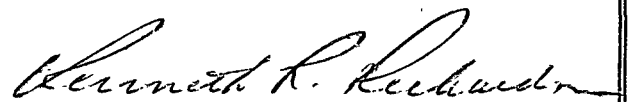
Being a By-law to authorize the execution of a Lease between The Corporation of the City of Brampton and John & Ethel Mennie.  
(BRAMALEA NURSERY SCHOOL)

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 Corporation of the City of Brampton and John and Ethel Mennie, in the form annexed hereto.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of November, 1976.

  
James E. Archdekin, Mayor

  
Kenneth R. Richardson, Clerk

THIS INDENTURE made in duplicate the 8th day of  
September 1976

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

JOHN and ETHEL MENNIE

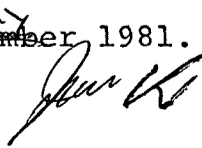
carrying on business as  
BRAMALEA NURSERY SCHOOL

hereinafter called the "LESSEES"

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 Lessees, their successors and assigns to be respectively paid, observed and performed by them, the said Lessor has demised and leased and by these presents doth demise and lease unto the said Lessees, their successors and assigns, 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, containing approximately one point two-four (1.24) acres and being composed of part of the West Half of Lot 7, Concession IV, East of Hurontario Street, which said parcel is shown on a sketch annexed hereto as Schedule "A".

TO HAVE AND TO HOLD the said demised premises for and during the term of five (5) years to be computed from the 8th day of September 1976 and thenceforth next ensuing and fully to be completed and ended on 7th <sup>July</sup> ~~September~~ 1981.



YIELDING AND PAYING THEREFOR monthly in advance during the said term the sum of Four Hundred and Thirty-Seven Dollars and Twelve Cents (\$437.12) of lawful money of Canada without any deduction, defalcation or abatement.

THE first of such payments to become due and be made on the 8th day of September 1976.

The said LESSEES covenant with the said LESSOR to pay rent and to pay taxes, including all realty and local improvement rates and also including all income taxes, business taxes and licence fees, charged or hereafter to be charged with respect to the business of the Lessees;

AND to pay water rates and all other service and utility rates;

AND to repair reasonable wear and tear and damage by fire, lightning and tempest only excepted;

AND that the Lessor may enter and view state of repair;

AND that the said Lessees will repair according to notice in writing reasonable wear and tear, and damage by fire, lightning

and tempest only excepted; *the lessor shall not be responsible for exterior maintenance or upkeep*  
AND will not carry on any business that shall be deemed a

nuisance on the said premises;

AND that they will leave the premises in good repair (reasonable wear and tear and damage by fire, lightning and tempest only excepted);

PROVIDED that the Lessees may remove their fixtures;

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

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants;

PROVIDED that if the Lessees remain in occupation of the demised premises after the expiration of the term hereby granted without a written agreement to the contrary, they shall not be deemed to be tenants from year to year but shall be monthly tenants only at a rental equivalent to the monthly payment of rent herein provided for, payable in advance, and all the terms and conditions hereof, so far as applicable, shall apply to such monthly tenancy.

THE said Lessor COVENANTS with the said Lessees for quiet enjoyment.

THE Lessees agree to erect and maintain a fence in accordance with the requirements of By-law Number 132-76 of the Corporation of the City of Brampton.

AND the Lessees agree to use the demised premises only in accordance with the provisions of By-law Number 132-76 of the Corporation of the City of Brampton and any other applicable by-laws in effect from time to time.

THE Lessor and the Lessees agree that this lease may be cancelled by either party at any time upon one year's written notice by prepaid ordinary mail to Lessor at 24 Queen Street East, Brampton, Ontario, L6V 1A4, or to the Lessees at the demised premises - 9279 Dixie Road North, Bramalea, Ontario, L6S 1J6.

IN WITNESS WHEREOF THE PARTIES HERETO have hereunto set their hands and seals.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin  
JAMES E. ARCHDEKIN MAYOR

Kenneth R. Richardson  
KENNETH R. RICHARDSON CLERK

SIGNED, SEALED  
AND DELIVERED  
in the presence of

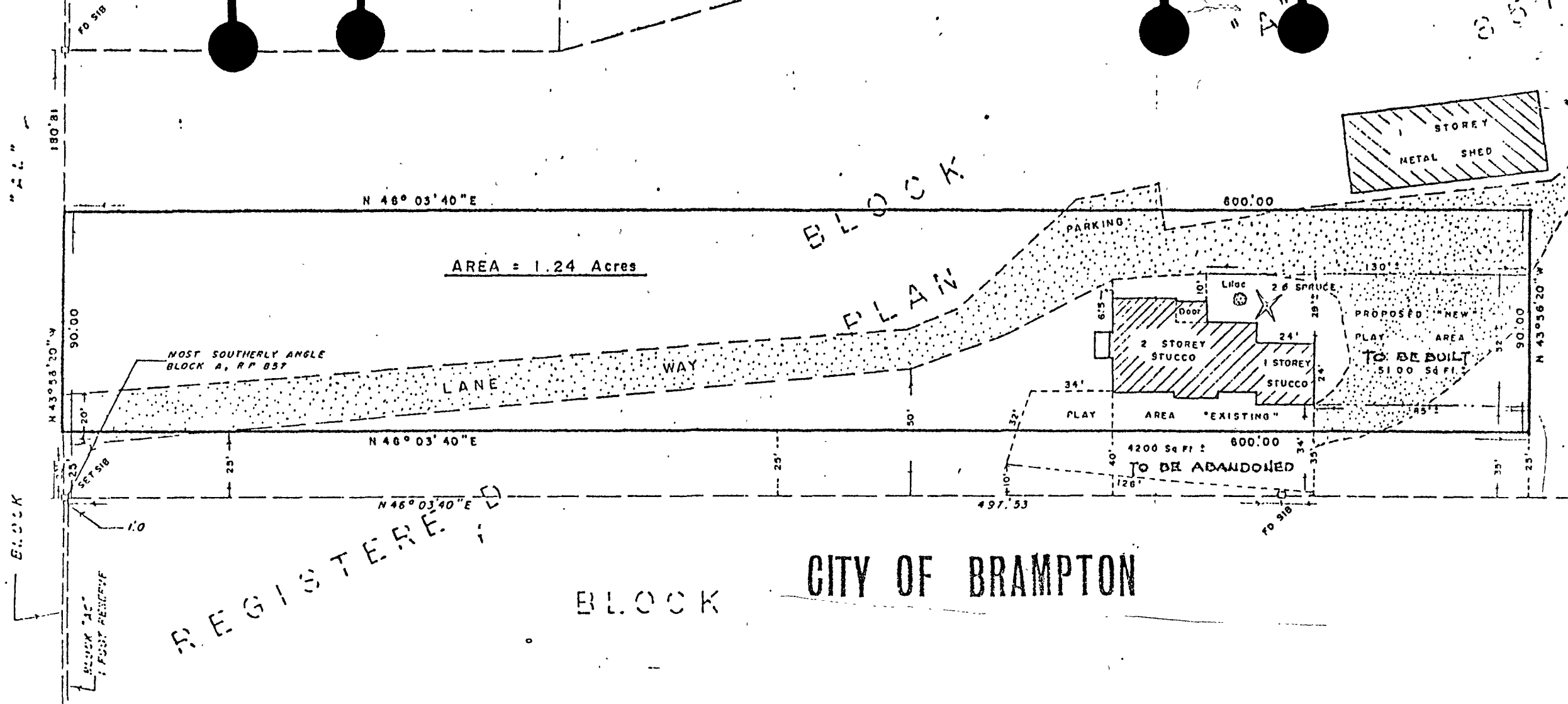
Muhammad Matuk

[Signature]

[Signature]  
JOHN MENNIE

Ethel Mennie  
ETHEL MENNIE

DIXIE



REGISTERED

BLOCK

BLOCK PLAN

CITY OF BRAMPTON

MADE FOR

CITY OF BRAMPTON  
24 QUEEN STREET, EAST  
BRAMPTON

NOTES

BEARINGS ARE TAKEN FROM REGISTERED PLAN 857.

7318

SCHEDULE "A"

DATED

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THE CORPORATION OF THE  
CITY OF BRAMPTON

AND

JOHN and  
ETHEL MENNIE

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L E A S E

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JUDITH E. HENDY  
CITY SOLICITOR  
CITY OF BRAMPTON  
24 QUEEN STREET EAST  
BRAMPTON  
ONTARIO  
L6V 1A4

PASSED November 8, 1976

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