



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 283-81

To authorize the execution of a
lease (Day Care Centre - Loafer's
Lake Recreation Centre)

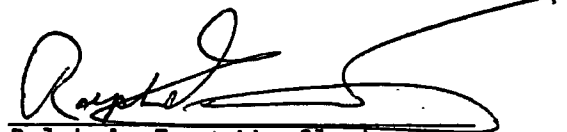
The Council of The Corporation of the City of Brampton

ENACTS as follows:

1. The Mayor and Clerk are hereby authorized to execute a lease dated the 20th day of November, 1981 between The Corporation of the City of Brampton and Susan Kendall in Trust for a company to be incorporated, relating to the day care centre in Loafer's Lake Recreation Centre.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 23rd day of November, 1981.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

This Indenture dated the 20th day of November, 1981.

B E T W E E N:

THE CORPORATION OF THE CITY OF BRAMPTON
(hereinafter referred to as the "Lessor")

- and -

SUSAN KENDALL IN TRUST FOR A COMPANY TO BE INCORPORATED
(hereinafter referred to as the "Lessee")

AGREEMENT

WHEREAS The Corporation of the City of Brampton is a municipal corporation located in the Regional Municipality of Peel:

AND WHEREAS The Corporation of the City of Brampton owns property in the City of Brampton known as Loafer's Lake Recreation Centre;

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

This lease made the day of November, 1981, between The Corporation of the City of Brampton (herein referred to as the "Lessor") and Susan Kendall In Trust for a Company to be Incorporated (herein referred to as the "Lessee")

WITNESSES THAT:

1. PREMISES:

In consideration of the rents and covenants contained herein on the part of the Lessee and the Lessor, the Lessor hereby leases to the Lessee for the term and upon the conditions hereinafter set forth, the lands and premises as shown outlined in red on Schedule "A" hereto, said premises to contain a floor area of four thousand five hundred (4,500) square feet, more or less, as measured from the outside face of all exterior walls and the centre line of all interior walls, together with an outdoor play area up to a maximum size of five thousand (5,000) square feet.

2. TERM:

The term of this lease shall be for a period of three (3) years commencing on the 1st day of December, 1981.

3. RENT:

The Lessee shall pay to the Lessor, without any deduction or abatement whatsoever, the annual rent in the amount of \$14,400.00 payable in equal monthly installments in advance for the first year of the lease commencing on the first day of March, 1982 and on the 1st day of each and every month thereafter up to and including the first day of February, 1983. In the event that the Lessee begins to use the premises as a Day Care Centre prior to the first day of March, 1982, the Lessee shall pay additional rent at the rate of \$1,200.00 per month from the date when the premises are used as a Day Care Centre up to the first day of March, 1982. The amount of rent payable in any year shall be increased or decreased annually on the 1st day of March in each year commencing on the 1st day of March, 1983, in direct relationship to the increase or decrease in the Cost of Living Index as published by Statistics Canada, using the index on the first day of January, 1982, as a base. This adjustment will be made based on the latest index available prior to the first day of March of each year.

4. DEPOSIT:

The Lessor acknowledges receipt of a negotiable cheque made payable to The City of Brampton in the amount of \$1,200.00 as a deposit to be applied against the last month's rent of the first year of the term, when same falls due.

5. RENEWAL OF TERM

The Lessee shall have the right to renew this Lease for two (2) additional terms of Five (5) years on the same terms and conditions save and except rental. The Lessee shall notify the Lessor in writing of its intention to exercise the right to renew at least ninety (90) days in advance of the end of the term. In the event that the Lessee fails to notify the Lessor of its intention to renew this lease and the Lessee fails to vacate the premises at the end of the term, this lease shall be deemed to continue as a month to month tenancy.

6. USE OF PREMISES

The Premises shall be used only for the purpose of conducting therein the business of A Children's Day Care Centre. The Lessee covenants and agrees that during the term of the Lease, and any

renewals thereof, it will not occupy or use, nor suffer or permit to have occupied or used, any of the Premises for the purpose of carrying on any other Business except as consented to by the Lessor.

7. LESSEE'S WORK:

The Lessee shall complete all leasehold improvements to the within property within 60 days of obtaining possession of the within premises at it's expense in accordance with the drawings to be approved by the Lessor and the Ministry of Community and Social Services, prior to the first day of January, 1982. The leasehold improvements shall be completed in a good and workmanlike manner.

The Lessee shall be responsible for fencing with black vinyl chain link fence at the height of 6 feet an outdoor area having a minimum square footage of 4200 and a maximum of 5000 for the purpose of providing an outdoor day care play area and the Lessee shall further be responsible for the purchase and installation of playground equipment.

The Lessee will provide the Lessor with a Performance Bond on all interior and exterior renovations and additions and shall be responsible to correct any problems caused by the Lessee's renovations and additions that affect the existing structure or warranties for same.

8. LESSOR'S WORK:

The Lessor shall provide adequate heating, air conditioning ventilation, lighting, water, waste disposal, and cleaning services for the within premises at no additional cost to the Lessee.

9. ALTERATIONS AND FIXTURES:

The Lessee shall not make any alterations without first obtaining the Lessor's written approval which approval shall not be arbitrarily withheld. All fixtures and improvements installed or made in the premises shall become the property of the Lessor and shall not be removed from the Premises unless replaced by fixtures of a like kind and quality.

10. INSURANCE:

The Lessee will take out and keep in force throughout the term and any renewals of the term a comprehensive general liability insurance policy in an amount not less than one million dollars

(\$1,000,000.00) and will add The Corporation of the City of Brampton as a named insured on said policy. The Lessee shall also take out and keep in force throughout the term and any renewals thereof a tenant's all risk legal liability policy in the amount of at least two hundred fifty thousand dollars (\$250,000.00). Both policies of insurance shall be approved by the Ministry of Community and Social Services, and shall be with insurers acceptable to the Lessor and in a form satisfactory to the Lessor, acting reasonably.

11. REPAIRS:

The Lessor shall keep in good and substantial state of repair:

- (a) the common areas and facilities including but not limited to foundations, roofs, exterior walls, structural subfloors, bearing walls, columns, beams and other structural elements thereof and the systems provided for bringing utilities to the Premises and other parts of the Recreation Centre.
- (b) the structural elements of the Premises.
- (c) glass, utilities, all heating, air conditioning ventilation and lighting.

Notwithstanding the foregoing the Lessee shall be responsible for any repairs that are required as a result of accidental or intentional damage caused by the Lessee or persons under the supervision of the Lessee.

Further, the Lessee shall keep in a good and substantial state of repair the Premises including all leasehold improvements and all trade fixtures therein.

12. PAINTING:

The Lessor covenants to paint all wall surfaces in the Premises at least every two years, or according to a schedule mutually agreed upon by the Lessor and Lessee.

13. ASSIGNMENT AND SUBLETTING:

The Lessee shall not assign or sublet the Premises or any part thereof without the consent of the Lessor which shall not be arbitrarily withheld. The Lessee agrees with the Lessor that any assignments or subletting of the premises shall be allowed only if the entire subleaseable space remains fully operative as a Day Care Centre of substantially the same quality and kind to that of the Lessee herein.

14. HOURS AND DAYS OF OPERATION:

It is understood and agreed that the Lessee shall have exclusive use of the Premises from 6:00 a.m. to 6:30 p.m., Monday to Friday inclusive. It is further understood and agreed that the Lessor has access and usage of the Premises at all other times and days for the purpose of cleaning and maintenance and the operation of programmes of Recreation that will not adversely affect the Premises and/or the Day Care Programme.

15. RIGHT OF ENTRY:

The Lessor has the right to enter the Premises at any time in order to inspect the Premises to carry out emergency repairs.

16. TAXES:

The Lessee is responsible for the payment of all taxes related to the operation of a Day Care Centre.

17. EARLY TERMINATION BY LESSEE:

The Lessee shall have the right to terminate this lease prior to the expiration of the term by giving the Lessor notice in writing at least ninety (90) days prior to the date the Lessee wishes to terminate this lease.

18. RIGHT OF RE-ENTRY

It is hereby expressly agreed that:

- (a) if the Lessee shall be in default of the payment of rent or amounts thereunder, whether lawfully demanded or not, and such default shall continue for fifteen (15) days after notice by the Lessor to the Lessee specifying such default and requiring the same to be remedied; and
- (b) if the Lessee shall be in default of any of its covenants hereunder and such default shall continue for a period of thirty (30) days after notice by the Lessor to the Lessee specifying with reasonable particularity the nature of such default and requiring the same to be remedied; or

- (c) if the Company to be Incorporated 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 Lessor the lease shall become forfeited and void, and the Lessor may without notice or any form of legal process whatsoever re-enter upon the Premises or any part thereof and repossess and enjoy the same as of its former estate. The right of re-entry on behalf of the Lessor is without prejudice to the right of the Lessor to recover arrears of rent or damages for any breach of covenant on the part of the Lessee.

19. INDEMNIFICATION:

The Lessee shall indemnify and save harmless the Lessor 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 Lessee and any damage to the property howsoever occasioned by the use and occupation of the Premises by the Lessee or its guests or any injuries of any person or persons including death, resulting at any time therefrom, occurring on or about the Premises or any part thereof or resulting from the use of the Premises during the term of this lease for any purpose whatsoever.

20. NOTICES:

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 Lessor to the Lessee shall be served personally or by registered mail addressed to the Lessee at 1236 Cawthra Road, Mississauga, Ontario L5G 4K7 or at such other place as the Lessee from time to time may designate by written notice to the Lessor. All notices, demands and requests by the Lessee to the Lessor shall be served on the Clerk of The Corporation of the City of Brampton.

21. SUCCESSORS AND ASSIGNS

Subject to the provision of Section 13 hereof, this Agreement shall enure to the benefit of and be binding upon the heirs, executors, successors and assigns of the parties hereto.

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

SIGNED, SEALED AND DELIVERED
in the presence of

Karen Hutchinson

Susan Kendall
Susan Kendall In Trust
For a Company to be Incorporated

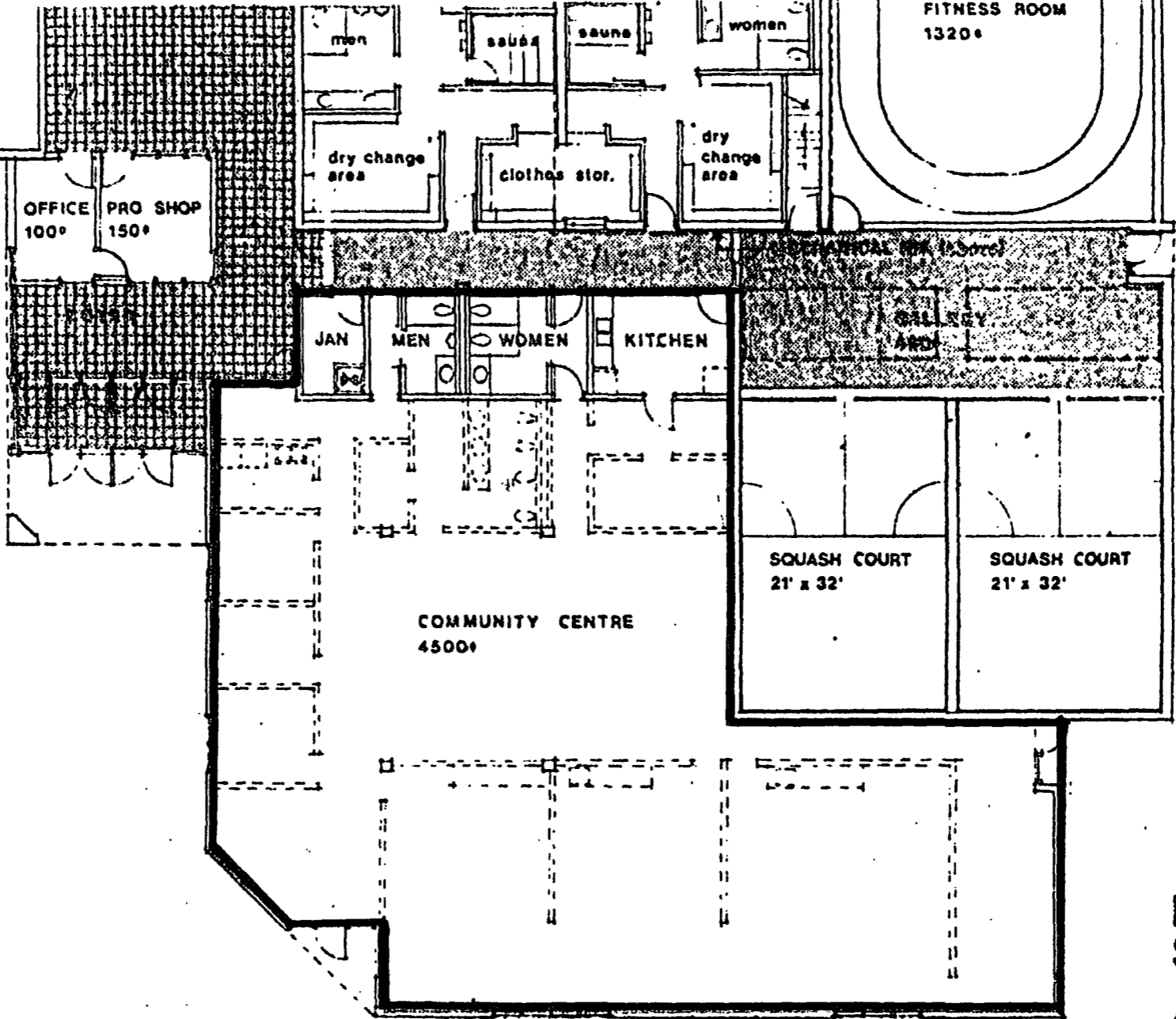
THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
James E. Archdekin, Mayor
Ralph A. Everett
Ralph A. Everett, Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
wcc
DATE 17/11/81

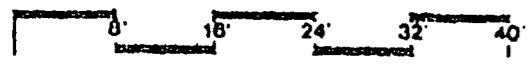
STORAGE
150'

Schedule "A"



Recreation Centre
Aug. 1979

Pearson &
Stephen
Architects



Scale 1/4" = 1'-0"
1/8" = 6"
1/16" = 3"
1/32" = 1 1/2"

LOADERS LAKE

DATED: , 1981

BETWEEN:

THE CORPORATION OF THE CITY OF
BRAMPTON

- and -

SUSAN KENDALL IN TRUST FOR A
COMPANY TO BE INCORPORATED

LEASE

Law Department
The Corporation of the City of
Brampton
150 Central Park Drive
Brampton, Ontario
L6T 2T9

CC:kh



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