



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 284-81

To authorize the execution of a
lease and an agreement to lease
(Chinguacousy Health Services
Board lands)

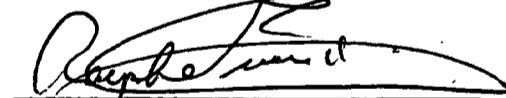
The Council of The Corporation of the City of Brampton

ENACTS as follows:

1. The Mayor and Clerk are hereby authorized to execute a lease dated the 23rd day of November, 1981, between The Corporation of the City of Brampton and the Chinguacousy Health Services Centre, for lands to be used as soccer fields.
2. The Mayor and Clerk are hereby authorized to execute an agreement to lease dated the 23rd day of November, 1981, between The Corporation of the City of Brampton and the Chinguacousy Health Services Centre, for lands to be used for agricultural purposes.

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 made the 23rd day of November , 1981.

B E T W E E N:

CHINGUACOUSY HEALTH SERVICES CENTRE
hereinafter called the "Landlord"

- and -

THE CORPORATION OF THE CITY OF BRAMPTON
hereinafter called the "Tenant"

AGREEMENT

WHEREAS the Chinguacousy Health Services Centre is the owner of property known as Part of the West Half of Lot 11, Concession 5, East of Hurontario Street in the City of Brampton, Regional Municipality of Peel (formerly in the Township of Chinguacousy, County of Peel);

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

This lease made the 23rd day of November , 1981, between the Chinguacousy Health Services Centre (herein referred to as the "Landlord") and The Corporation of the City of Brampton (herein referred to as the "Tenant");

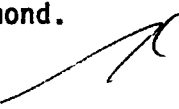
WITNESSES THAT:

DEMISE In consideration of the rents and covenants contained herein on the part of the Tenant and the Landlord, the Landlord hereby leases to the Tenant for the term and upon the conditions hereinafter set forth the lands and premises described in Schedule "A" hereto and referred to as "the property", for the term of FIVE (5) years commencing on the 1st day of January , ^{1982 WCC} ~~1981~~. In the event that during the five year term of the lease herein, the landlord wishes to use the premises for a use in it's opinion to be in furtherance of the objects of the landlord as expressed in it's letters patent, then the landlord shall be entitled to terminate the tenancy herein upon one year's written notice to the tenant and such termination shall be effective one year from the actual giving of the notice.

EXTENSION OF TERM Provided always and it is mutually agreed upon that if the Landlord desires the Tenant to vacate the property at the end of the original term of this lease, it shall give to the Tenant notice in writing to that effect at least ONE (1) year before the end of the term. If the Tenant desires to vacate the property at the end of the original term, it shall give to the Landlord notice in writing to that effect at least ONE (1) year before the end of the term. If neither the Landlord nor the Tenant gives to the other such notice the original term of this lease shall be automatically extended for one year. The requirement that either party must give the other one year's notice with respect to the termination of this lease shall continue to apply following the automatic extension of this lease.

RENT The rent shall be the amount of all taxes, rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter charged upon the property, or upon the Landlord on account thereof, except municipal taxes for local improvements or works assessed upon the property benefitted thereby the rent shall be payable to the authority imposing the tax, rate, duty or assessment at the time specified in the notice thereof. The rent shall include any arrears or interest on arrears imposed because of non-payment of any amounts referred to in this paragraph.

LANDLORD'S OBLIGATIONS

- QUIET ENJOYMENT**
1. The Landlord covenants with the Tenant as follows:
 - (a) that the Tenant, paying the rent hereby reserved and performing the covenants herein on its part contained, shall peaceably possess and enjoy the premises for the term hereby granted without any interruption or disturbance from the Landlord or any other person or persons lawfully claiming by, from or under it.
 - (b) to permit the Tenant to use the property for the purpose of providing sports facilities to the community, namely, two soccer fields and a baseball diamond.
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- (c) to permit the Tenant to erect on the site such fixtures as are necessary to permit the use of the property as set out in sub-paragraph (b) above; including, soccer posts, baseball screens, bleachers, portable washrooms and a parking lot to accommodate 30 cars.
- (d) to permit the Tenant to carry out any grading and seeding necessary so that the Tenant can use the property for the purposes set out in sub-paragraph (b) above.

TENANT'S OBLIGATIONS

2. 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) 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.
 - (c) to construct at its expense the soccer fields and baseball diamond and to pay for all work incidental to the purpose for which the Tenant is leasing the property.
 - (d) to erect at its expense a fence around the premises but within the boundaries thereof and to post appropriate signs.
 - (e) to use the easterly 100 feet of the property only as a buffer between the soccer fields and the parking lot, and the lands to the east.
 - (f) to maintain the property in a satisfactory and clean condition at all times.
 - (g) to erect no floodlights on the property, and to refuse to allow the property to be used after sunset.
 - (h) at the expiration or termination of this lease to peaceably surrender to and yield up to the Landlord possession of the said property.

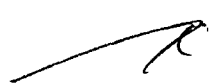
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- (i) at the expiration or termination of this lease, to remove all its fixtures including the fence, culvert, parking lot, soccer posts, baseball screen, bleachers and portable washrooms, and to return the premises to the state they existed in at the commencement of the term. Provided that, and it is hereby agreed to, that those parts of the premises where grass has been planted shall remain in grass at the expiration or termination of this lease.
- (j) not to assign or transfer this lease, nor to part with possession of the property.
- (k) to comply with all applicable regulations or statutes governing the maintenance or use of the property.

IT IS FURTHER AGREED THAT:

A. RIGHT OF RE-ENTRY

If the Tenant 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 Landlord to the Tenant specifying such default and requiring the same to be remedied; or if the Tenant 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 Landlord to the Tenant specifying with reasonably particularity the nature of such default and requiring the same to be remedied; then at the option of the Landlord the 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 estate. 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.



B. INDEMNIFICATIONS

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 the property howsoever occasioned by the use and occupation of the premises by the Tenant 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.

C. NOTICES

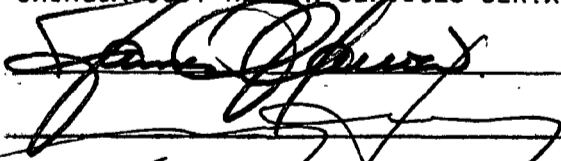
All notices, demands and requests which may be or are required to be given by either party hereto to the other shall be in writing. All notices, demands and requests by the Landlord to the Tenant shall be served on the Clerk of The Corporation of the City of Brampton. All notices, demands and requests by the Tenant to the Landlord shall be served personally or by registered mail addressed to the attention of James Yarrow, 3 Cavendish Crescent, Bramalea.

D. SUCCESSORS AND ASSIGNS

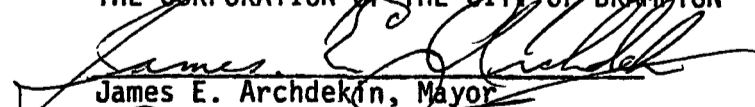
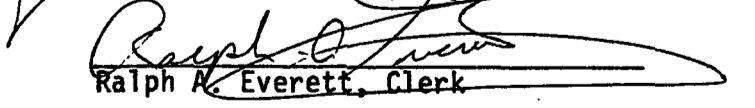
The word "Landlord" wherever it occurs in this lease shall extend to and include the successors and assigns of the Landlord; and the word "Tenant" shall extend to and include the successors and assigns of the Tenant.

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

CHINGUACOUSY HEALTH SERVICES CENTRE



THE CORPORATION OF THE CITY OF BRAMPTON


James E. Archdekin, Mayor

Ralph A. Everett, Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
WCC
Att 3/2/72

SCHEDULE "A"

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 Township of Chinguacousy, in the County of Peel) and being composed of part of the West half of Lot 11, Concession 5, East of Hurontario Street and which may be more particularly described as follows:

PREMISING that the Southeasterly limit of the said Lot 11 has an assumed astronomic bearing of North 39 degrees 24 minutes, 40 seconds East and relating all bearings herein thereto;

COMMENCING at an iron bar planted in the said Southeasterly limit at a distance of 1698.22 feet measured on a course of North 39 degrees, 24 minutes, 40 seconds East thereon from the most Southerly angle of the said Lot 11;

THENCE North 50 degrees, 35 minutes, 20 seconds West a distance of 27.00 feet to an iron bar marking the beginning of a curve to the right having a radius of 1086.00 feet;

THENCE in a Northwesterly direction along the said curve having a chord distance of 391.04 feet a chord bearing of North 28 degrees, 54 minutes, 40 seconds East; an arc distance of 393.19 feet to an iron bar marking the end of the said curve;

THENCE North 49 degrees, 50 minutes, 00 seconds West 560.18 feet, more or less, to a point;

THENCE South 39 degrees, 24 minutes, 40 seconds West 850 feet, more or less, to a point;

THENCE South 49 degrees, 50 minutes, 00 seconds 650 feet, more or less, to a point on the Southerly limit of the said Lot 11;

THENCE North 39 degrees, 24 minutes, 40 seconds East along the Southerly limit of said Lot 11, a distance of 469.33 feet, more or less, to the point of commencement.



DATED: November 23, 1981

B E T W E E N:

CHINGUACOUSY HEALTH SERVICES CENTRE

- and -

THE CORPORATION OF THE CITY OF
BRAMPTON

LEASE

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

CC:kh

PASSED _____
Number 23, _____ 19 81



BY-LAW

No. 284-81

To authorize the execution
of a lease and an agreement
to lease (Chinguacousy
Health Services Board lands)