

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 46 - 2009

BEING, A by-law to approve and authorize the execution of a Lease Agreement between the Municipality of West Grey and Durham Agricultural Society;

WHEREAS, the Council of the Municipality of West Grey deems it expedient and in the public interest to enter into a Lease Agreement between the Municipality of West Grey and Durham Agricultural Society;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

1. That the Lease Agreement between the Municipality of West Grey and Durham Agricultural Society, attached hereto as Schedule "A", and forming part of this by-law, is hereby approved.
2. That the Mayor and CAO/Clerk are hereby authorized to sign and seal the said Agreement.
3. That By-law Number 23-2009 is hereby rescinded.
4. That this by-law shall come into full force and effect on the date of passing thereof..

Read a first and second time, this 18th day of June, 2009.

Read a third time and finally passed, this 18th day of June, 2009.

Kevin Eccles, Mayor

Christine Robinson, CAO/Clerk

SCHEDULE “A” TO BY-LAW NUMBER 46 - 2009

FORM OF LEASE

THIS INDENTURE made this day of , 2009, pursuant to the Short Forms of Lease Act, R.S.O. 1990, c.S,11;

BETWEEN: THE DURHAM AGRICULTURAL SOCIETY
(Hereinafter called the “Lessor”
Of the FIRST PART)

AND

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY
(Hereinafter called the “Lessee”
Of the SECOND PART)

WITNESSETH, that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the lessee, the lessor doth demise and lease unto the lessee, its successors and assigns, all the lands and premises of the lessor being part of Block 1 south of South Street, Plan 506, in the former Town of Durham, now Municipality of West Grey, in the County of Grey, and being known by Assessment Roll no. 4205-260-004-18510-0000;

To have and to hold the said demised premises for and during the term of ten years, to be computed from the 1st day of May, 2009, and from thenceforth next ensuing and fully to be completed and ended;

Yielding and paying therefore, the sum of One Dollar (\$1.00) to be paid by the Lessee to the Lessor on or before the 1st day of June, 2009, said payment to cover the entire term of this lease;

And the said lessee doth hereby covenant with the said lessor in the manner following, that is to say:

1. That the lessee will, during the said term, use the said premises only for recreational purposes, uses appurtenant thereto, and for storage of frazil ice during emergency situations.
2. That the lessee will, during the said term, well and sufficiently maintain and keep the demised premises in good and substantial repair at the lessee's sole expense.
3. That the lessee will leave the premises in good repair, reasonable wear and tear excepted, provided that the lessee may remove its fixtures.
4. Notwithstanding section 2, the lessor will leave the premises in good repair, reasonable wear and tear excepted, after using said premises.
5. That the lessor doth hereby covenant with the lessee that in paying the rent hereby reserved and performing the covenants hereinbefore on its part contained, shall and may peaceably possess and enjoy the said demised premises for the term hereby granted, without any interruption or disturbance from the lessor, or any other persons lawfully claiming by, from or under it, save and except for those days the Lessor uses the premises for the Fall Fair.

6. That the lessor acknowledges that the lessee subcontracts the said premises for recreational purposes only and uses appurtenant thereto.
7. That this lease may be renewed for a further term of ten years, upon written mutual agreement to each other by the lessee and lessor not less than thirty days before the expiry of the term, upon terms and conditions to be agreed upon between them.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, attested by duly authorized officers.

THE DURHAM AGRICULTURAL SOCIETY

Per: _____

Witness

Per: _____

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

Per: _____

Witness

Per: _____