

CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 40 - 2013

BEING a By-law to authorize the Mayor and CAO to enter into a Lease Agreement between the Municipality of West Grey and Durham Furniture Inc.;

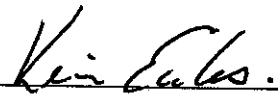
WHEREAS the Council of the Municipality of West Grey deems it necessary and in the public interest to enter into a Lease Agreement with Durham Furniture Inc.;

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

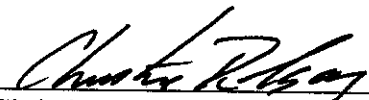
1. **THAT** the Mayor and CAO are hereby authorized to sign the Lease Agreement with Durham Furniture Inc., a copy of which is attached hereto as Schedule "A", and is hereby declared to form part of this by-law.
2. **THAT** this by-law shall come into force and take effect on the date of its final passing.

Read a first and second time this 6th day of May, 2013.

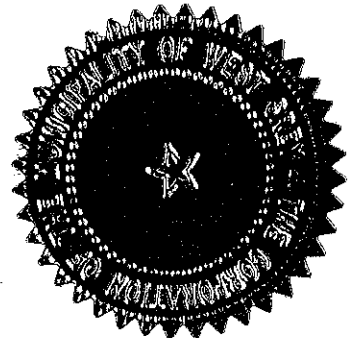
Read a third time and finally passed this 6th day of May, 2013.



Kevin Eccles, Mayor



Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NO. 40 - 2013

MUNICIPALITY OF

*West
Grey*

LEASE AGREEMENT, DURHAM FURNITURE INC.

This Indenture made in duplicate on the 6th day of May, 2013, with effect as and from January 1, 2013

In pursuance of the Short Forms of Leases Act

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

**Hereinafter called "the Lessor"
OF THE FIRST PART**

- and -

DURHAM FURNITURE INC.

**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 to be paid, observed and performed, the Lessor hath demised and leased and by these presents DOTH demise and LEASE unto the said Lessee ALL THAT messuage and tenement located in the following municipality, namely, the Municipality of West Grey (former Town of Durham), in the County of Grey, and being composed of a parcel of land having an approximate frontage of 136 feet on Lambton Street West and an approximate depth of 280 feet, being described as Part of Park Lots 6 & 7, Plan 500, in the former Town of Durham (hereinafter called "the premises"), as shown on the map on Schedule "A" forming part of this agreement, upon the following terms and conditions:

- (a) during the lease term the Lessee shall not alter the landscaping and other features of the premises nor shall the Lessee erect or cause to be erected any buildings, structures or other improvements upon the premises unless the prior written consent of the Lessor has been secured;
- (b) during the lease term the Lessee shall not obstruct or cause to be obstructed the use by the public of Station Street;
- (c) upon the expiration of the lease the Lessee shall surrender the premises in good condition and shall restore the premises, reasonable wear and tear excepted to its condition prior to the Lessee occupying and using the premises where any adverse condition of the premises has been caused by the Lessee's occupation and use of the premises. For greater certainty, the Lessor shall be responsible for all conditions or damages (including adverse environmental conditions or damages) that arose or occurred prior to the commencement date of this lease and the Lessee shall be responsible for all environmental conditions or damages (including adverse environmental conditions or damages) that are caused by the Lessee's occupation and use of the premises;
- (d) the Lessee covenants with the Lessor to pay rent annually in the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS payable in advance on the 1st day of January during the lease term commencing on January 1, 2013 and terminating on December 31, 2022;

(e) provided that where the premises become vacant and so remain for a period of thirty (30) days it shall be presumed that the Lessee has abandoned the premises and the Lessor may re-enter and take immediate possession of the premises;

(f) provided that if the lease term hereby granted shall be at any time seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or become bankrupt or insolvent or shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors the current month's rent and the next ensuing three months' rent shall immediately become due and payable, all subject to the provisions of the Landlord and Tenant Act;

(g) the Lessor covenants with the Lessee for quiet enjoyment;

(h) The Lessee shall secure liability insurance in the minimum amount of \$5,000,000 (five million dollars) with the Lessor named as co-insured, and shall provide annual proof thereof.

IT IS HEREBY AGREED between the parties hereto that if upon termination of the lease by effluxion of time the Lessor permits the Lessee to remain in possession of the premises and accepts rent in respect thereto a tenancy for year to year shall not be created by implication of law but the Lessee shall be deemed to be a monthly tenant only.

IT IS HEREBY DECLARED and agreed that the expressions "Lessor" and "Lessee" wherever used in this Indenture shall, when the context allows, include, be binding upon and enure to the benefit of not only the parties hereto but also their respective executors, administrators and assigns.

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

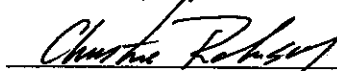
DATED at Durham, Ontario, this 6th day of May, 2013.

WITNESS the corporate seal of THE CORPORATION OF THE MUNICIPALITY OF WEST GREY as duly attested by its proper signing officers in that behalf.

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY



Kevin Eccles, Mayor

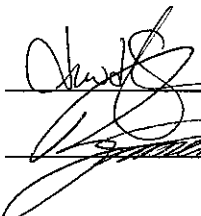


Christine Robinson, CAO

DATED at Durham, Ontario this 6th day of May, 2013.

WITNESS the corporate seal of DURHAM FURNITURE INC., as duly attested by its proper signing officers in that behalf.

DURHAM FURNITURE INC.



SCHEDULE "A"



SUBJECT PROPERTY

