THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA

BY-LAW NUMBER 53-2012

Being a By-Law to Authorize the Mayor and Clerk to Execute a Lease Agreement with M & M Rinehart Holdings Inc. (41-02-580-002-05400)

WHEREAS Section 8 of the Municipal Act, 2001, Chapter 25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

AND WHEREAS Section 9 of the Municipal Act, 2001, Chapter 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS the Town of South Bruce Peninsula has deemed it expedient to enter into a lease agreement for lease of space for a public parking lot behind the property described in Assessment Roll Number 41 02 580 002 05400 0000 with M & M Rinehart Holdings Inc.

NOW THEREFORE THE CORPORATION OF THE TOWN OF SOUTH BRUCE PENINSULA ENACTS AS FOLLOWS:

1. THAT the Mayor and Clerk are hereby authorized to sign a lease agreement for leasing of space for a public parking lot.

2. THAT the lease agreement as referred to herein shall be attached hereto and form part of this by-law.

3. THAT any by-law inconsistent with this by-law shall be hereby repealed.

4. THAT this by-law shall come into full force and effect upon closing of the property sale from Nixon to M & M Rinehart Holdings Inc.

READ a FIRST and SECOND time this 17th day of April, 2012.

MAYOR

CLERK

READ a THIRD time and FINALLY PASSED this 17th day of April, 2012.

MAYOR

CLERK
THIS LEASE AGREEMENT made this day of , 2012

BETWEEN:

M & M RINEHART HOLDINGS INC.
(hereinafter called the “Lessor”)
OF THE FIRST PART

- and -

THE CORPORATION OF THE
TOWN OF SOUTH BRUCE PENINSULA
(hereinafter call the “Lessee”)
OF THE SECOND PART

WHEREAS the Lessor is either the registered or beneficial owner of the lands and improvements thereon set forth in Schedule “A” hereto (the Lands).

NOW THEREFORE WITNESSETH THAT in consideration of the rents, covenants and agreements herein contained on the part of the said Lessee to be respectively paid, observed and performed, the Lessor hereby leases to the Lessee the rear 300 feet of vacant lands, more or less, irregular, throughout of the Lands (the Leased Lands).

The Lessee shall have and hold the Leased Lands for and during a year to year term to be computed from the date of execution of this Agreement and thereafter, until termination, paying to the Lessor the sum of ONE DOLLAR ($1.00) of lawful money of Canada and on the annual anniversary date thereafter during the said term.

The Lessee covenants with the said Lessor to pay rent, maintain and repair as a municipal parking lot, the Leased Lands and drains therein, and including the plowing of snow therefrom.

The Lessor may enter and view state of repair.

The Lessee will not assign or sublet this lease without leave, which said leave may be arbitrarily refused by the Lessor in its sole and uncontrolled discretion.

The Lessee will leave the Leased Lands in good repair, reasonable wear and tear only excepted.

Notwithstanding anything hereinbefore contained, the within lease shall remain in full force and effect from year to year but may be terminated at any time by either party by giving the other party, a thirty (30) day written notice of such desire to terminate, whereupon the lease will terminate upon the expiry of the thirty (30) day notice provision.

Provided that the Lessee shall only be permitted to use the Leased Lands as a municipal parking lot for use by members of the public, including, the Lessor, the Lessor’s suppliers including customers,
employees and apartment tenants of the Lands, without charge. The Lessor suppliers shall be allowed unimpeaded access over the Leased Lands to deliver supplies to the Lessor.

Any realty taxes attributable to the Leased Lands paid by the Lessor to the Lessee shall be rebated to the Lessor.

The Lessee covenants and agrees with the Lessor to indemnify and hold harmless the Lessor from any and all claims, causes of action, damages, charges, costs, actions, legal costs, of any and all kind or nature whatsoever in respect of the use of the Leased Lands by the Lessee as a municipal parking lot and for injury to person or property howsoever occurring on the Leased Lands. The Lessee warrants and represents to the Lessor that it has in force and effect for this purpose public liability insurance in an amount of not less than Five Million Dollars ($5,000,000.00) with the Lessor as an added insured which, for the term and duration of this Lease Agreement, will be in force. The Lessee shall produce a certified copy of such public liability policy to the Lessor within thirty (30) days upon written demand from Lessor for same.

Lessee shall be permitted to alter, improve, plow, gravel, asphalt or otherwise enhance the grading, surface and appearance of the Leased Lands, at its sole cost, but any and all such alterations shall be left intact and become the property of the Lessor upon termination of this Lease Agreement.

IN WITNESS WHEREOF the said parties have hereunto executed this Lease Agreement pursuant to their authorized signing officers in that behalf.

SIGNED, SEALED and DELIVERED:

M & M RINEHART HOLDINGS INC.

Per: [Signature]

Melvin Rinehart, President

I have authority to bind the corporation

Date: 13/MAR/2012

THE CORPORATION OF THE TOWN OF SOUTH BRUCE’ PENINSULA

Per: [Signature]

John Close, Mayor

Angelo Cathrae, Clerk

Date: [Blank]
SCHEDULE “A”

In the Town of South Bruce Peninsula formerly Town of Wiarton, County of Bruce, in the Town Plot of Wiarton and being the PIN numbers noted on the attached extract from property index map Block 33142 as follows:

East side Berford Street, South side Division Street – PIN numbers 0606, 0111, 0108, 0107, and 0106 together with West side Claude Street – PIN numbers 0120 and 0122.