



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

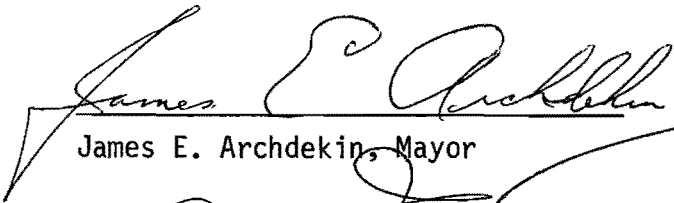
Number 43-79

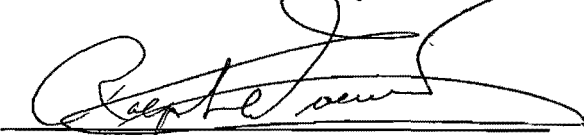
To authorize the execution of a short term lease between Her Majesty The Queen, In Right of Canada, as represented by the Minister of Transport and The Corporation of the City of Brampton.

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute a short term lease between Her Majesty The Queen, In Right of Canada, as represented by the Minister of Transport and The Corporation of the City of Brampton, in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of March, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, Acting Clerk

LEASE

BAIL

NO. - N°

T-867

DEPT L REFERENCE - RÉFÉRENCE DU MINISTÈRE

FILE NO. - N° DU DOSSIER

5151-157-2

LEASE BETWEEN
HER MAJESTY
THE QUEEN AND

BAIL ENTRE
SA MAJESTÉ
LA REINE ET

THE CORPORATION OF THE CITY OF BRAMPTON

DATE OF AUTHORIZING ORDER IN COUNCIL
DATE DU DÉCRET DU CONSEIL AUTORISANT LE BAIL

DATE OF LEASE - DATE DU BAIL

May 16, 1979

PUBLIC WORK AFFECTED - ENTREPRISE CONCERNÉE

AIRCRAFT NOISE MONITORING UNIT

LANDS OR RIGHTS DEMISED - TERRAINS OU DROITS CÉDÉS À BAIL

BEGINNING OF TERM
COMMENCEMENT DU TERME

DECEMBER 1, 1978

END OF TERM
FIN DU TERME

MARCH 31, 1981 PLUS 3 YEAR OPTION

RENTAL - LOYER

\$1.00 PER ANNUM

MEMORANDA - NOTES

SHORT TERM LEASE

THIS INDENTURE made in quadruplicate this *16th* day of *May* 1979.

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON, in the Province of Ontario (hereinafter referred to as the "Lessor").

- and -


HER MAJESTY THE QUEEN, IN RIGHT OF CANADA, as represented by the Minister of Transport, (hereinafter referred to as the "Lessee").

WHEREAS the Lessor is the registered owner of Block F, Registered Plan Number 809, E.H.S. in the City of Brampton, Region of Peel, in the Province of Ontario.

AND WHEREAS the Lessee has installed a pole mounted aircraft noise monitoring unit on a plot having a dimension of approximately 4 feet by 4 feet, as marked in red on a sketch referred to in Appendix "A" hereto attached.

AND WHEREAS the Lessor agrees to lease the land on which the said pole is located, to the Crown, for a period of 28 months, commencing on the 1st day of December, 1978, to the 31st day of March, 1981. PROVIDED that the Lessee shall have the privilege of renewing this agreement at the expiration thereof, if so required, for a further period of 3 years, at the same term and conditions except for the right of renewal.

The Lessee hereby agrees to pay to the Lessor for the term hereby created the sum of one dollar per annum.

 The Lessor agrees to permit the Lessee to run hydro and telephone cables to the monitoring unit. The cables to be installed below ground and the land restored to its original appearance. The locations of the cables is shown in green on the sketch referred to in Appendix "A" hereto attached. The Lessee shall obtain the consent of the owner of 22 Drury Crescent to the installation of these cables on that land.

The Lessee agrees to remove the installation on the termination of this agreement and restore the land to its original state.

Subject to the provisions of the Crown Liability Act the Lessee will indemnify the Lessor and save it harmless from and against any and all claims, actions, damages and liabilities in connection with any personal injury, loss of life, or damage to property, arising out of the occupancy or use by the Lessee of the demised premises, occasioned wholly or in part by any negligent act or omission of the Lessee, Her officers, employees or servants, EXCEPT where such injury, loss of life, or damage to property has been caused wholly or in part by the negligence or other act or omission of the Lessor, its officers, agents, contractors, or employees.

This Lease shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

This Lease may not be assigned without the written consent of the Minister.

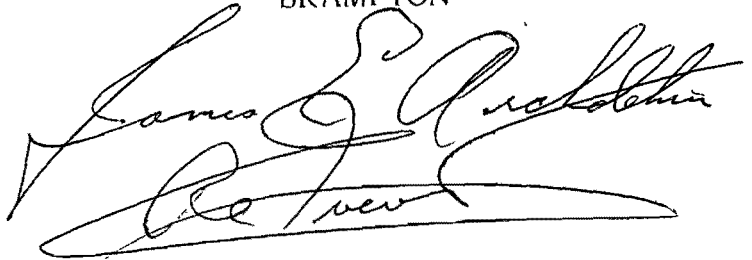
No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

IN WITNESS WHEREOF the parties hereto have executed this lease day, month and year first above written.

EXECUTED IN THE PRESENCE
OF:

THE CORPORATION OF THE CITY OF
BRAMPTON

| | |
|-----------------------------|-----------------------------|
| AUTHORIZATION BY-LAW | |
| NUMBER | <u>43-79</u> |
| PASSED BY CITY | |
| COUNCIL ON THE | <u>12th</u> |
| DAY OF | <u>MARCH</u> 19 <u>79</u> . |

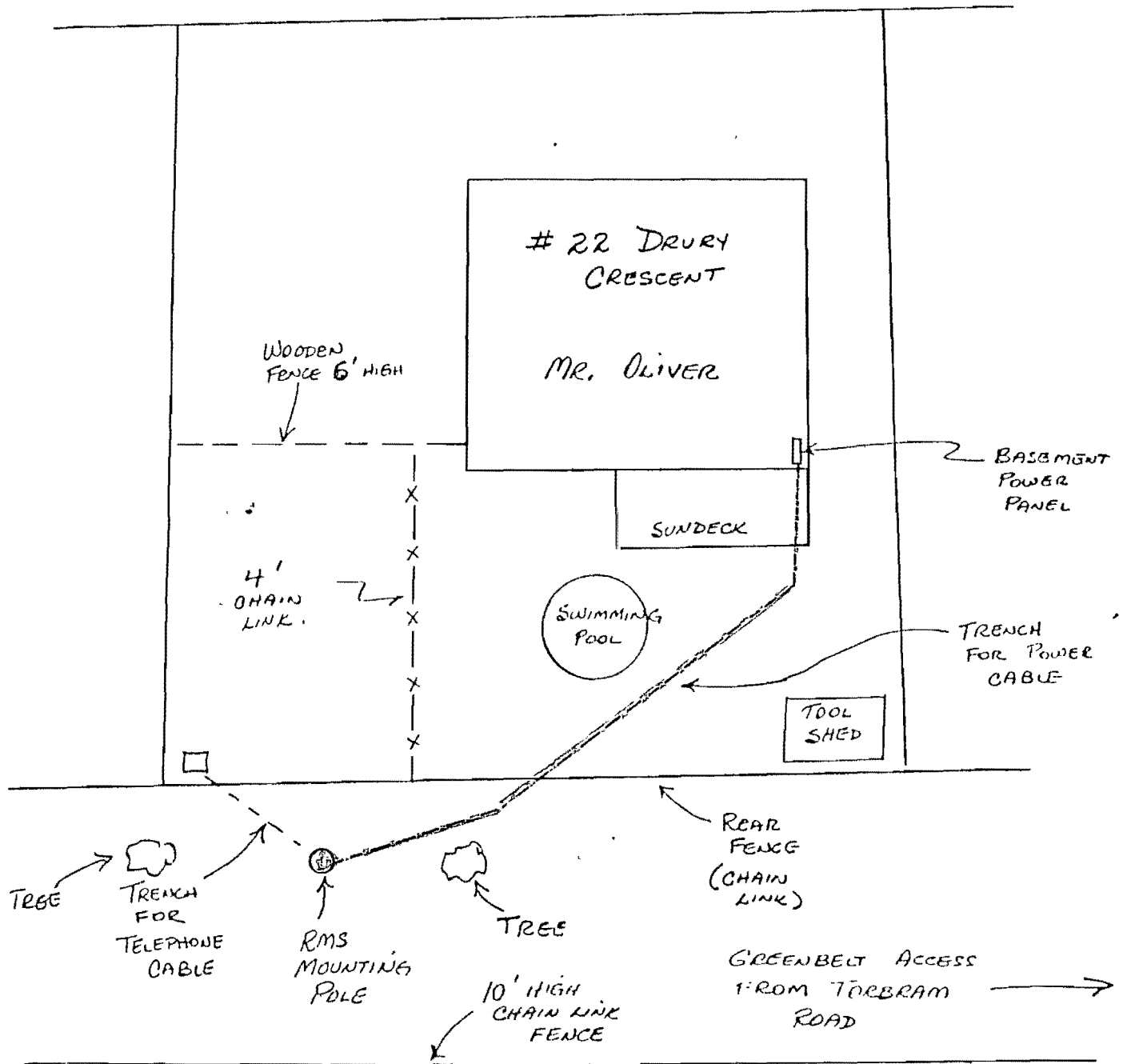


HER MAJESTY THE QUEEN, IN RIGHT OF
CANADA

A. A. Rutherford

Per: 
MINISTER OF TRANSPORT

APPENDIX "A"
DRURY CRESCENT



PARKING LOT
AIRCRAFT APPLIANCE
MANUFACTURING LTD.

RMS #5
DRURY CRESCENT
PRIVATE DWELLING



REGISTERED MAIL

Your file · Votre référence

Our File · Notre référence

5151-157-2
Lease T-867

The Corporation of the City of Brampton
Legal Department
24 Queen Street East
Brampton, Ontario
L6V 1A4

RECEIVED
AUG 26 1980

BRAMPTON
LAW DEPARTMENT

NOTICE OF EXERCISE OF LEASE OPTION

Your lease to Her Majesty the Queen in Right of Canada, covering a plot approximately 4 feet by 4 feet of Block F, Registered Plan Number 809, E.H.S. in the City of Brampton, Region of Peel, in the Province of Ontario, will expire on the thirty-first (31st) day of March 1981, subject to the Right of Her Majesty to extend the term of the lease for an additional Three (3) years on the same terms and conditions.

You are hereby notified that the said option is now exercised, thereby extending the term of the lease for a period of Three (3) years from the First (1st) day of April 1981 at the present annual rental rate of one dollar (\$1.00) and on the same terms and conditions.

DATED Toronto, Ont.....

this 7th..... day of August....., A.D. 1980.

A. Ritthaler

R. Bessie
for Minister of Transport

PASSED March 12th 19 79



BY-LAW

No. 43-79

To authorize the execution of a short term lease between Her Majesty The Queen, In Right of Canada, as represented by the Minister of Transport and The Corporation of the City of Brampton