

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 136-74

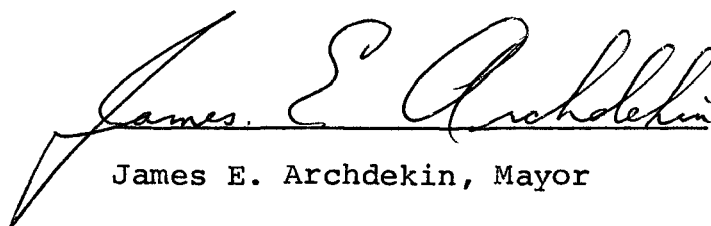
A By-law to authorize the execution of a lease indenture with Sun Oil Company Limited and The Consumers' Gas Company.


WHEREAS it is deemed expedient to enter into and execute a lease indenture with Sun Oil Company Limited and The Consumers' Gas Company;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

1. That the City of Brampton enter into and execute a lease indenture with Sun Oil Company Limited and The Consumers' Gas Company, attached hereto as Schedule "A".
2. That the Mayor and the Clerk are hereby authorized to affix their signatures to the said lease indenture, attached hereto as Schedule "A", with Sun Oil Company Limited and The Consumers' Gas Company.

READ A FIRST, SECOND and THIRD TIME and PASSED in Open Council this 12th day of November, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

Schedule "A" to By-law No. 136-74

THIS INDENTURE made the 1st day of August one thousand nine hundred and seventy-four.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT,

B E T W E E N:

SUN OIL COMPANY LIMITED, a Company incorporated under the laws of Canada and having its head office at the City of Toronto, in the Municipality of Metropolitan Toronto,

hereinafter called the "LESSOR",

OF THE FIRST PART

- and -

THE CONSUMERS' GAS COMPANY, a Company incorporated under the laws of Ontario and having its head office at the said City of Toronto,

hereinafter called the "LESSEE",

OF THE SECOND PART

- and -

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "CITY OF BRAMPTON"

OF THE THIRD PART

WHEREAS the Lessor is the registered owner of the lands hereinafter particularly described.

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 AND SINGULAR those certain parcels or tracts of land and premises, situate, lying and being 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 parts of Lot 6 in the Fifth Concession, East of Hurontario Street, and more particularly described as follows:

FIRSTLY:

PREMISING the bearing of the south-easterly limit of the east half of Lot 6, Concession 5, East of Hurontario Street being the north-westerly limit of the road allowance between Lots 5 and 6 known as King's Highway No. 7, as shown on Deposited Plan No. 21105 assumed to be North thirty-nine degrees, twenty-eight minutes thirty seconds East and relating all bearings herein thereto.

COMMENCING at a point which may be located by beginning at a survey monument planted in the south-easterly limit of said Lot 6 distant 209.25 feet measured South 39 degrees 28 minutes 30 seconds West thereon from the easterly corner of said Lot 6.

HOME OFFICE APPROVALS

Sales Mgr
Land Mgr
Examiner

THENCE North 43 degrees 57 minutes West 160 feet to a point;
THENCE South 39 degrees 28 minutes 30 seconds West 25 feet to the point of commencement;
THENCE continuing South 39 degrees 28 minutes 30 seconds West 25 feet to a point;
THENCE South 43 degrees 57 minutes East 15 feet to a point;
THENCE North 39 degrees 28 minutes 30 seconds East 25 feet to a point;
THENCE North 43 degrees 57 minutes West 15 feet more or less to the point of commencement.

SECONDLY:

COMMENCING at the point of commencement of the firstly described parcel;

THENCE South 43 degrees 57 minutes East 15 feet to a point;

THENCE North 39 degrees 28 minutes 30 seconds East 10 feet to a point;

THENCE South 43 degrees 57 minutes East 145 feet more or less to a point in the south-easterly limit of said Lot 6;

THENCE North 39 degrees 28 minutes 30 seconds East 15 feet more or less to a point in the last-mentioned limit distant 209.25 feet measured South 39 degrees 28 minutes 30 seconds West thereon from the easterly corner of said Lot 6;

THENCE North 43 degrees 57 minutes West 160 feet to a point;

THENCE South 39 degrees 28 minutes 30 seconds West 25 feet more or less to the point of commencement.

TO HAVE AND TO HOLD the said demised premises for and during the term of thirteen years to be computed from the 15th day of September, 1974 and fully to be completed and ended on the 14th day of September, 1987.

YIELDING AND PAYING the sum of THREE THOUSAND DOLLARS (\$3,000.00) in advance on the fifteenth day of September, 1974, in respect of the rental for the said term.

THE LESSEE COVENANTS with the Lessor as follows:

1. To pay rent.
2. That the Lessee will upon the expiration or sooner determination of the term granted hereby, or any renewal or renewals hereof, remove at its own cost and expense any and all buildings or other structures erected on the herein described lands.
3. That the Lessee will not assign or sub-let without leave.

4. That the Lessee will from time to time and at all times during the said term, or any renewal or renewals thereof, at its own cost and expense obtain any and all permits and licences necessary to commence and carry on upon the demised premises the business of the Lessee.

5. That the Lessee will not use the said lands and premises or any part thereof or do or permit to be done upon or in connection with such lands any act or thing except in conformity with all laws and regulations in force and applicable thereto, and the Lessee will indemnify and save harmless the Lessor from all liability, loss, or damage by reason of its non-compliance with, or violation of, any such laws and regulations.

6. That the Lessee will not do or permit to be done anything which shall be a nuisance to the neighbourhood, and will not do, or permit to be done, in or upon the said premises, any act or thing which shall or may be a nuisance, annoyance, inconvenience, or damage, to the Lessor or its tenants, or to the neighbourhood.

7. That the Lessee will, at its own cost and expense, at all times during the said term or any renewal or renewals thereof, keep fenced with a chain link fence and screened with evergreen shrubs or trees any and all buildings or other structures erected on the demised premises.

8. That the Lessee will not use the lands herein secondly described for any lawfull purposes other than providing access for the Lessee's servants, agents or other persons authorized by the Lessee to the lands herein firstly described, and for the purpose of laying down and maintaining the Lessee's gas mains.

9. That the Lessee will indemnify and save harmless the Lessor of and from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to, or suffered by, or imposed upon the Lessor or its property, either directly or indirectly in respect of any matter or thing in consequence or in connection with, or arising out of the Lessee's occupancy or use of the premises hereby demised or out of any operation in connection therewith, or in respect of any accident, damage or injury to any person, animal or thing by, from or on account of the same.

THE LESSOR COVENANTS with the Lessee for quiet enjoyment.

IT IS HEREBY DECLARED AND AGREED by and between the parties hereto as follows:

1. That the Lessor shall be permitted at all times to use for any lawful purpose whatsoever the lands herein secondly described provided that no such use by the Lessor of the said lands shall in any way obstruct or prevent the use of the same by the Lessee, its servants, agents, successors or assigns or other persons authorized by it for the purposes provided in paragraph 8 supra; and the Lessor shall be entitled at any time to pave the surface of the said lands herein secondly described, and the Lessee, for purposes of gaining access to its gas mains, shall be entitled to remove such pavement, provided that such pavement shall be replaced by the Lessee forthwith upon completion of its work on the said gas mains, and any such removal and replacement of pavement shall be done at the cost and expense of the Lessee.
2. That the Lessor has leased certain lands to the City of Brampton and, to the extent that the lands herein described are part of the lands leased to the said City of Brampton, the within lease shall be subject to the said lease to the City of Brampton.
3. That provided the City of Brampton shall renew its lease hereinbefore referred to, the Lessee shall have the option to renew this lease, upon giving to the Lessor notice of its intention to renew not later than three (3) months prior to the expiration of the term hereof, for a further term of five (5) years on the same terms and conditions as in this lease contained.
4. That the Lessor and the Lessee shall have the right, upon three (3) months' written notice given by one party to the other, to terminate the within lease.
5. All notices and elections under any clause, covenant, term or condition of this Lease required or to be given, may be given to the Lessee by mailing the same in a postage prepaid registered envelope addressed to the Lessee at 19 Toronto Street, Toronto, Ontario, M5C 2E8, and deposited in one of Her Majesty's Post Offices, and any notice may be given to the Lessor by mailing it in a postage prepaid registered envelope addressed to the Lessor at 56 Wellesley St., W., Toronto, Ontario, M5S 2S4, and deposited in one of Her Majesty's Post Offices, which said notices shall respectively be irrebuttably presumed to have been received on the day next following the date of such posting.

6. IF, after the expiration or termination of this lease or any renewal thereof, the Lessee shall remain in possession of the said premises, with or without the consent of the Lessor, or without any further written agreement, a tenancy from year to year shall not be created by implication of law, but the Lessee shall be deemed to be a monthly tenant only, at a rental of TWO DOLLARS (\$2.00) per month, payable in advance on the first day of each month, and subject in all other respects to the terms of this lease.

7. That these presents and everything herein contained shall respectively enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals under the hands of their proper signing officers.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

SUN OIL COMPANY LIMITED)

[Signature]
MANAGER, REAL ESTATE)

[Signature]
SECRETARY-TREASURER)

THE CONSUMERS' GAS COMPANY)

[Signature]
VICE-PRESIDENT)

[Signature]
SECRETARY)

THE CORPORATION OF THE CITY)
OF BRAMPTON)

[Signature])
MAJOR)

[Signature])
CLERK)

APPROVED
[Signature]
LAND AGENT

DATED 1ST AUGUST, 1974

SUN OIL COMPANY LIMITED

AND

THE CONSUMERS' GAS COMPANY

LEASE

DATED 1ST AUGUST, 1974

SUN OIL COMPANY LIMITED

AND

THE CONSUMERS' GAS COMPANY

LEASE
