

CORPORATION OF THE COUNTY OF PERTH

BY-LAW NUMBER 3172-2010

**AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT WITH
THE CORPORATION OF THE TOWNSHIP OF PERTH EAST**

Recitals

1. The County of Perth leased premises situate, lying and being in the North Easthope Ward in the Township of Perth East, in the County of Perth and the Province of Ontario and being composed of part of the basement of the premises known for municipal purposes as 2198 Line 40 as shown on a sketch attached hereto and marked as Schedule 'A', and comprising of 1,000 square feet of space.
2. The said lease expired May 31, 2009.
3. The County of Perth and the Township of Perth East desire to renew the lease for a further 5 year plus 6 month period, to be computed from the first day of June, 2009 and ending on December 31, 2014 for a yearly sum of \$5,719.13 adjusted for CPI annually, to be paid on the first day of each month in equal instalments.

Accordingly, the Municipal Council of the Corporation of the County of Perth enacts By-law 3172-2010:

Article 1.00: Amendment

- 1.01 That the County of Perth and the Township of Perth East enter into a lease agreement for premises known for municipal purposes as 2198 Line 40 as shown on a sketch attached hereto and marked as Schedule 'A', and comprising of 1,000 square feet of space.

Article 2.00: Authorization

- 2.01 That the Warden and the Clerk are hereby authorized to execute the said agreement and to affix the corporate seal thereto.

Article 3.00: Effective Date

- 3.01 This By-law shall come into force on the date it is passed by Council.

Read a first and second time this 7th day of January, 2010.

Read a third time and finally passed this 7th day of January, 2010.

"Julie Behrns"

Julie Behrns, Warden

"R. William Arthur"

R. William Arthur, Clerk

THIS INDENTURE

made (in duplicate) the _____ day of August, two thousand and nine

In Pursuance of the Short Forms of Leases Act.

Between

THE CORPORATION OF THE TOWNSHIP OF PERTH EAST

hereinafter called the **LESSOR**, of the **FIRST PART**

and

CORPORATION OF THE COUNTY OF PERTH

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, and assigns and its successors,

ALL that certain parcel or tract of land and premises situate, lying and being in the North Easthope Ward in the Township of Perth East, in the County of Perth and the Province of Ontario and being composed of part of the basement of the premises known for municipal purposes as 2198 Line 40 as shown on a sketch attached hereto and marked as Schedule "A", and comprising of 1,000 square feet of space;

TOGETHER with the right in common with all others entitled thereto to use the parking areas adjacent to the said building and together with access to the said parking areas and to the said building and the hallways and washrooms therein.

TO HAVE AND TO HOLD the said demised premises for and during the term of five years, to be computed from the first day of June two thousand and nine and thenceforth next ensuing and fully to be completed and ended the thirty first day of December, 2014.

YIELDING and PAYING therefore yearly and every year during the said term unto the said **LESSOR**, or assigns, the sum of \$ 5719.13 in 2009

---- FIVE THOUSAND, SEVEN HUNDRED AND NINETEEN DOLLARS AND THIRTEEN CENTS ----

of lawful money of Canada; to be payable on the following days and times that is to say, on the first day of each month in equal instalments.

THE rate shall be \$5.71913 per square foot in 2009.

THE first of such payments to become due and be made on the first day of June, and the last payment to become due and to be paid in advance on the first day of December 2014.

THE Lease Amount will be adjusted to the published Consumer Price Index (August of the previous year to July of the current year) annually, as utilized by the Township of Perth East for annual budget purposes. This adjustment will be communicated by municipal staff to the County of Perth Director of Corporate Services and Treasurer by December 31st of the year previous to that lease year to be adjusted.

THE said Lessee COVENANTS with the said Lessor to pay rent.

AND to pay taxes, except for local improvements.

AND to repair, reasonable wear and tear and damage by fire, lightening and tempest only excepted.

AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightening and tempest only excepted.

AND will not assign or sub-let without leave.

AND will not carry on any business that shall deemed a nuisance on said premises.

AND that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightening and tempest only excepted.

PROVIDED, that the Lessee may remove his fixtures.

PROVIDED, that in event of fire, lightening or tempest, rent shall cease until the premises are rebuilt.

AND ALSO, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent, and the next succeeding month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as of his former estate; anything herein contained to the contrary notwithstanding.

PROVISO for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

THE said Lessor COVENANTS with the said Lessee for quiet enjoyment.

THE Lessor will provide light, heat, air conditioning (as presently in existence), regular maintenance and weekly housekeeping of the shared entrance, hallway and washrooms. The Lessor will also provide for the removal of snow in order to allow access to the building. The Lessor appoints the Chief Administrative Officer (CAO) and Municipal Clerk for the purposes of reviewing and approving any leasehold improvement, security systems, or humidity controls

prior to installation that are desired by the Lessee. The Lessor shall annually review building operations costs and where necessary shall increase the lease costs. Increased operation costs shall be considered in comparison to previous years' use of the building and the operation costs for those years and where a marked difference is found between the year of occupancy by the Lessee and the comparative year the difference shall be attributed to the Lessee. Sixty days notice, in writing, shall be provided to the Lessee of excess amount due, said amount to be paid in a lump sum.

THE Lessee will provide its own security system for the areas leased, additional air conditioning if needed, humidity controls, housekeeping of the leased area, and leasehold improvements. The Lessee will submit any requests for leasehold improvements to the Municipal Clerk for review and comment. The Lessee will provide proof of insurance coverage in an amount not less than two million dollars for contents owned or held in trust by the Lessee stored on the premises of the Lessor, and said insurance shall hold and save harmless The Corporation of the Township of Perth East. The Lessee will, where possible, provide twenty-four (24) hours notice to the Manager of Public Works and Parks when entry to the building during the winter months is necessary.

THIS agreement may be terminated by either party on ninety (90) days written notice.

AND it is further agreed by and between the parties hereto that wherever the singular and masculine are used throughout this Lease the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

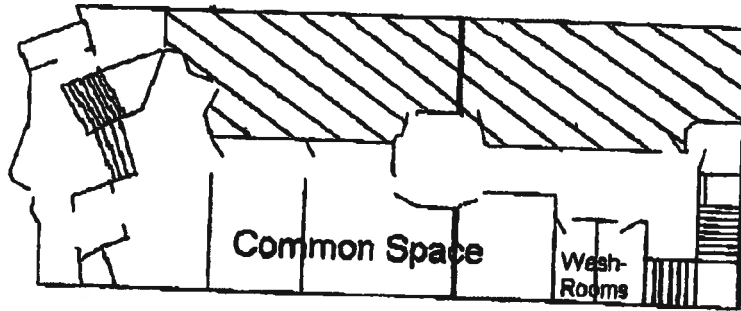
IN WITNESS WHEREOF the two parties hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

	}	_____
	}	Ian Forrest, Mayor
	}	
The Corporation of the	}	
Township of Perth East	}	
	}	_____
	}	Kerri Ann O'Rourke, Municipal Clerk
	}	
	}	_____
Corporation of the County of Perth	}	Julie Behrns, Warden
	}	
	}	_____
	}	R. William Arthur, CAO/Clerk

**Schedule A
To The Lease Agreement
Between
Stratford-Perth Archives
and
Township of Perth East**

**North Easthope Hall
Lease with Stratford-Perth Archives**



 **Area Being Leased**