

AGREEMENT

This Agreement made on this _____ day of _____, 2022

-BETWEEN-

THE CORPORATION OF THE CITY OF DRYDEN

Herein called the "LESSOR"

-AND-

COMMUNITY LIVING DRYDEN-SIOUX LOOKOUT

Herein called the "LESSEE"

AGREE AS FOLLOWS:

WHEREAS the Lessor is the owner of an unopened street allowance located off Arthur Street to St Charles Street; and,

WHEREAS the Lessee is the owner of property abutting the said unopened street allowance; and,

WHEREAS the Lessor has the authority under the provisions of the Municipal Act of Ontario to lease property under its jurisdiction upon such terms and conditions as may be agreed, and further, to regulate and control its use;

NOW THEREFORE BE IT RESOLVED that in consideration of the rents and covenants contained in this lease, the Lessor leases to the Lessee, the lands and premises as described in this Agreement and as described in Schedule "A" to this Agreement.

1. Property Description:

The Lessee agrees to lease from the City lands designated as approximately 20 feet wide and 170 feet long, on the north half of the west side of Part 15, Plan 23R-2695 as shown on Schedule "A" to this agreement.

2. Purpose:

The Lessee agrees that the property shall be used only for vehicular parking and pedestrian access to the adjoining property owned by the Lessee.

3. Payment:

The Lessee shall pay a rent of One Hundred Dollars (\$100.00) plus HST annually to the Lessor, which is to be reviewed and negotiated, upon execution of this Agreement and on each anniversary date thereof.

4. Late Payment:

All payments in arrears shall bear interest from the due date to the date of payment at a rate per annum equal to the prime commercial lending rate of the City's current banking institution, plus two percent (2%).

5. Term:

This Agreement shall commence May 24, 2022, for a period of ten years to May 24, 2032, except that at the option of the parties hereto, the Lessee may negotiate a further term of ten (10) years each for the continued occupation of the lands.

6. Notices:

a) Any notice or other communication required or permitted shall be given as follows:

For the Lessee:

Community Living Dryden-Sioux Lookout
280 Arthur Street
Dryden, Ontario P8N 1K8
(807) 223-3364

For the Lessor:

City Clerk
The Corporation of the City of Dryden
30 Van Horne Avenue
Dryden, Ontario P8N 2A7

- b) Either party to this Agreement shall, at any time, give notice in writing to the other of any change of address of the party giving such notice, and the new address specified shall be deemed to be the address of such party for the giving of future notices.

7. Termination Notice:

- a) This Agreement may be terminated by either party by giving notice in writing to the other party within ninety (90) calendar days in advance of the date the Agreement is to be terminated.
- b) The Lessor reserves the right to terminate the Agreement at any time, upon giving ten (10) days written notice to the Lessee for:
 - i) Failure to meet the obligations under all the terms and conditions of the Agreement.
 - ii) The Lessee becoming bankrupt, insolvent, under receivership or selling of business or causing insurance to be cancelled.
 - iii) If a development application is received to develop the unopened road allowance.

Upon termination of the Agreement, the Lessor can re-enter the property and manage as it sees fit.

8. Lessee Covenants:

- a) The Lessee shall pay an annual rent as specified in this Agreement.
- b) The Lessee shall be responsible for all maintenance that is required and shall maintain and keep the property in good condition for the term of this Agreement.
- c) The Lessee shall only use the property for vehicular parking and pedestrian access to the Lessee's adjoining property and the Lessee shall not carry on or permit to be varied on, on the leased property any business of activity that shall be deemed by the Lessor as not falling within the requirements for usage as outlined in the Agreement or which the Lessor considers upon reasonable grounds to be a nuisance.
- d) The Lessee shall allow the employees, agents, and other persons acting under the direction of the Lessor the right to enter upon the leased property as may be required by the Lessor.
- e) The Lessee shall not use the property for any purpose that may increase the liability of the Lessor.
- f) The Lessee performs all activities on the leased land under their own liability that remains in place until the term of this Agreement expires.
- g) The Lessee is liable for any damages to City owned infrastructure from use of the land.

- h) The Lessee shall be responsible for all survey, legal, and improvement costs required to prepare and maintain the leased property and that any such work be approved by the Lessor.
- i) The Lessee shall continue to allow public access to unopened laneway for the purposes of acting as a pedestrian throughway between Arthur Street and St. Charles Street.

9. Lessor Covenants:

- a) The lessor shall permit the Lessee, as long as the rent is paid and the covenants herein are complied with, the use of the leased property, which use shall be exclusive without interference from the Lessor or those claiming under the Lessor unless otherwise specified herein.

10. Insurance:

The Lessee covenants to carry public liability' insurance in such amounts as shall from time to time be deemed reasonable, in the name both Lessor and Lessee, and to pay premiums for this insurance and to deposit certificates with respect to this insurance with the Lessor, all insurance to be carried in a company or companies satisfactory' to the Lessor and be of a type and form satisfactory to the Lessor; provided that if the Lessee fails to insure and keep insured as provided in the paragraph, the Lessor may effect insurance, at the cost and expense of the Lessee, and the sum so expended by the Lessor shall be added to the rent due and such an amount constitute rent under this lease.

11. Insolvency, etc:

If, during the term of this lease, the Lessee enters into any assignment for the benefit of creditors, bankruptcy, or if anything of the Lessee's is seized or taken in execution or attachment by any creditor, or an order is made for the winding-up of the Lessee or if the leased property is no longer of use for any period of time, or the property is used by any other persons than those entitled, the term of the lease will be deemed to have expired and the Lessor may at any time thereafter enter onto the property or any part thereof in the name of the whole and repossess the former leased property.

12. Re-entry:

The Lessor shall have the right to re-enter onto the property in the event of nonpayment of rents/sums or non-performance of the covenants herein.

13. Condonation No Waiver of Subsequent Default:

Any condoning, excusing, or overlooking by the Lessor of any default, breach, or non-performance by the Lessee at any time of any covenant, proviso or condition in this lease shall not operate to waive the Lessor's right under this lease so as to defeat in any way the rights of the Landlord under this lease, and all rights and remedies of the Lessor shall be deemed to be cumulative and not alternative.

14. Overholding:

If the Lessee continues to occupy the leased property with the consent of the Lessor after the expiration of this lease without a further written Agreement (or renewal), the Lessee shall be a monthly tenant at a rent of Twenty-Five Dollars (\$25.00) per month, plus applicable HST, and otherwise on the terms and conditions set out in the lease.

15. Indemnity:

The Lessee shall fully indemnify and protect the Lessor from all liability from the use of the said leased property.

16. Whole Agreement:

This Agreement constitutes the whole Agreement between the parties and supersedes all previous agreements, arrangements or understandings whether written or oral in connection with or incidental to the Agreement. There are no warranties, conditions or representations, save as herein contaminated.

17. Assignment:

The Lessee shall not assign this lease or sublet the property without the written consent of the Lessor, which shall not be unreasonably withheld.

If the Lessee at any time no longer has a vested interest in the abutting property to the leased unopened laneway this agreement shall be null and void.

18. Severability:

Every item and condition of this Agreement is intended to be severable. If any term or condition is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of the Agreement.

19. Entirety:

This Agreement and the attached Schedule " A " embody the entire Agreement.

20. Headings:

The Headings to the paragraphs of this lease form no part of this lease and have been inserted for convenience and reference only.

21. Agreement Binding:

Subject to any restrictions otherwise contained herein, this lease shall ensure to the benefit of and be binding upon the successors and assigns of the parties to it.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals
this _____ day of _____ A.D. 2022.

SIGNED, SEALED AND DELIVERED

In the presence of

For the Corporation of The City of Dryden

(seal)

Mayor

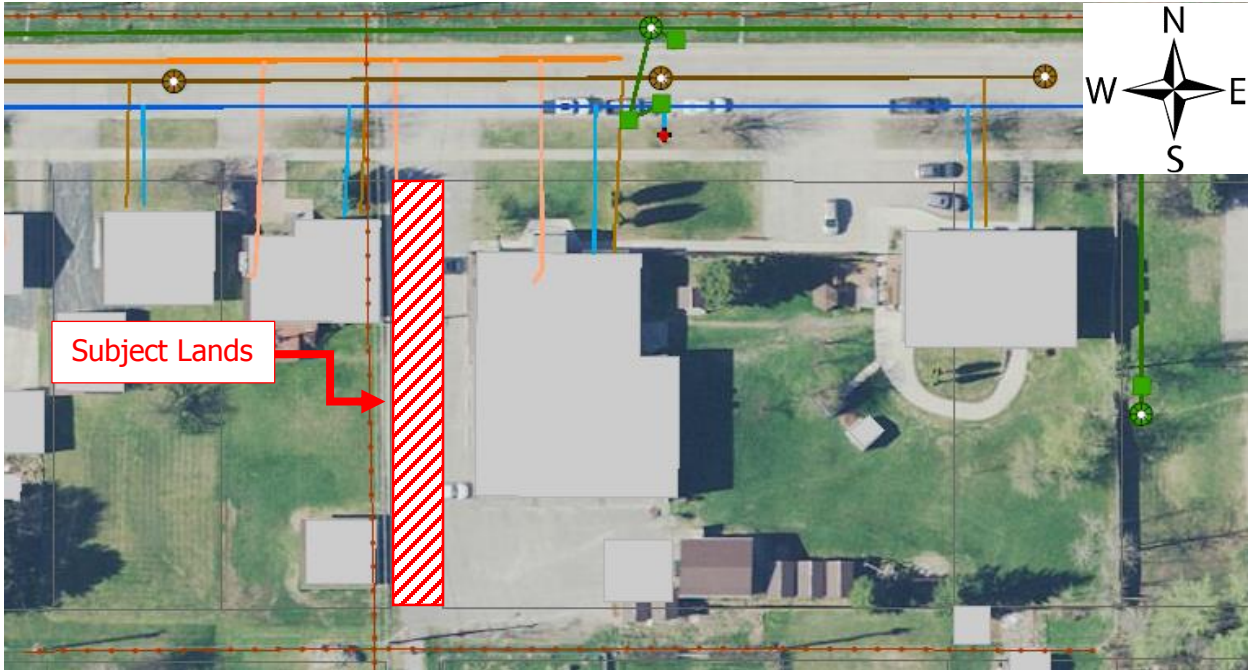
City Clerk

For the Lessee

Witness as to the signature of

(NAME)

"Schedule A"



- Approximate area of leased land for the purposes of vehicular parking and pedestrian access.