

**Municipal Corporation of the Township of Killaloe, Hagarty and Richards**

**By-Law # 51-2017**

Being a by-law to authorize the Mayor and the CAO/Clerk-Treasurer to sign a Lease Agreement with Killaloe-Hagarty-Richards Heritage and Ecology Society.

WHEREAS the Council for the Municipal Corporation of the Township of Killaloe, Hagarty and Richards deems it in the public interest to sign a lease agreement with the Killaloe-Hagarty-Richards Heritage and Ecology Society;

NOW THEREFORE BE IT ENACTED THAT the Council for the Municipal Corporation of the Township of Killaloe, Hagarty and Richards hereby authorizes the Mayor and the CAO/Clerk-Treasurer to sign a Lease Agreement, said lease being attached hereto as Schedule "A" and forming part of this by-law.

Read a first and second time this 21<sup>st</sup> day of November, 2017.

Read a third time and finally passed this 21<sup>st</sup> day of November, 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
CAO/Clerk-Treasurer

**SCHEDULE "A" to By-Law 51-2017**

**THIS INDENTURE**

made in duplicate the 21<sup>st</sup> day of November 2017.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

***Between***

THE CORPORATION OF THE TOWNSHIP OF KILLALOE, HAGARTY AND  
RICHARDS

hereinafter called the Lessor, OF THE FIRST PART

*and*

THE KILLALOE-HAGARTY-RICHARDS HERITAGE AND ECOLOGY SOCIETY

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, his heirs, successors, executors, administration and assigns, to be paid, observed and performed, the Lessor hath demised and leased and by these presents doth demise unto the Lessee, his heirs, successors, executors and administrators and assigns, for use and occupation as for the following purposes: a museum, heritage centre, ecology centre, market and organic garden all those certain premises forming part of Lot 6, Concession 6, Geographic Township of Hagarty Lying S of Dep 1243, as in R387083; SS/T R158383, Village of Killaloe, in the Township of Killaloe, Hagarty and Richards, County of Renfrew being all of PIN 57521-0001(LT) outlined in "Schedule A" hereto attached. No other uses may be made of the property without the prior consent of the lessor.

TO HAVE AND TO HOLD the said demised premises for and during the term of Five Years to be computed from the 8<sup>th</sup> day of November two thousand and seventeen and thenceforth next ensuing and fully to be complete and ended November 8, 2022.

YIELDING AND PAYING therefore yearly and every year during the said term unto the Lessor, his heirs, executors, administrators or assigns, the sum of ONE DOLLAR per year of lawful money of Canada, to be payable on the first day of December each year of the term the first of such payment becomes due and be made on the 1st day of December 2017.

Subject to the Lessor's rights under this Lease, and as long as the Lease is in good standing, the Lessor covenants that the Lessee shall have quiet enjoyment of the premises during the Term of the Lease without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming through the Lessor.

The Lessor or the Lessee may terminate this Lease at any time during the Term of the Lease upon 30 days written notice.

The Lessee covenants with the Lessor to keep the premises in an ordinary state of cleanliness, and to repair damage caused by his willful or negligent conduct or that of persons permitted on the premises by him; and will not assign or sublet any part of the premises without the consent of the Lessor.

The Lessee shall not, nor will during the said term, assign, transfer or sublet the whole or any part of the premise and hereby waives his right to the benefit of any present or future Act of the Legislature of Ontario which would allow the tenant to assign, transfer or sublet the whole or any part of this Lease or Premises without the Lessor's written consent.

The Lessee shall not allow any refuse, garbage or other loose or objectionable material to accumulate in or about the property or buildings of such premises and will at all times keep the premises in clean and wholesome condition.

The Lessee will not at any time during the said term hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor., any timber or timber trees, brush or shrubbery.

The Lessee shall comply with all applicable municipal, provincial and federal requirements governing the property.

The Lessee covenants and agrees with the Lessor that he will not without the written consent of the Lessor erect or cause to be erected on the said property or any part thereof any television or radio antenna or any other device or apparatus whatsoever, and if any such television or radio antenna device is erected without such written consent, to immediately remove the same upon request of the Lessor or his agent or representative.

The Lessee shall not do or permit to be done at the Premises anything which may:

- (a) constitute a nuisance;
- (b) cause damage to the Premises;
- (c) cause injury or annoyance to occupants of neighboring Premises;
- (d) make void or voidable any insurance upon the Premises;
- (e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial or other competent authority relating to the Premises.

The Lessee shall make an annual report to the Lessor on the activities it has conducted in the year past, and present its plans for the uses and/or improvements alterations or additions intended for the Premises and its structures in the coming year, for the consent of the Lessor. The Lessor reserves the right to reject such plans and/or request additional information relating to same prior to consent being given.

If the Lessee, during the Term of this Lease or any renewal of it, desires to add any uses and/or improvements, alterations or additions to the Premises in addition to those outlined in the annual report, including but not limited to: erecting partitions, repairing existing structures, the Lessor may do so at his own expense, at any time and from time to time, if the following conditions are met:

- (a) before undertaking any use and/or improvement, alteration or addition the Lessee shall submit to the Lessor a plan showing the proposed use and/or improvement, alteration or addition and the Lessee shall not proceed use and/or improvement, alteration or addition unless the Lessor has approved the plan.
- (b) any or all use and/or improvement, alterations or additions to the Premises made by the Lessee must comply with all applicable building code standards and by-laws of the municipality in which the premises are located.
- (c) The Lessee shall be responsible for and pay the cost of any use and/or improvement, alterations, additions, installations or improvements that any governing authority, municipal, provincial or otherwise, may require to be made in, on, or to the Premises.
- (d) No sign, advertisement or notice shall be inscribed, painted or affixed by the Lessee, or any other person on the Lessee's behalf, on any part of the inside or outside of the building or premises in which the Premises are located unless the sign, advertisement or notice has been approved in every respect by the Lessor.

This agreement between the parties hereto that every covenant, proviso and agreement herein contained shall ensure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

*In Witness Whereof* the parties have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of	)	<b>THE CORPORATION OF THE TOWNSHIP OF</b>
	)	<b>KILLALOE, HAGARTY AND RICHARDS</b>
	)	
	)	
	)	Per: _____
	)	Janice Visneskie Moore, Mayor
_____	)	
Witness	)	
	)	
	)	Per: _____
	)	Lorna Hudder, CAO Clerk-Treasurer
	)	
	)	<b>THE KILLALOE-HAGARTY-RICHARDS</b>

**HERITAGE AND ECOLOGY SOCIETY**

\_\_\_\_\_  
Witness

)  
)  
)  
)  
)  
)  
)

Per: \_\_\_\_\_  
President

Per: \_\_\_\_\_

Title: \_\_\_\_\_