

THIS LEASE, made in triplicate this 12th day of September 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereafter called the "City")

OF THE FIRST PART,

- and -

2079040 ONTARIO LIMITED
(hereafter called the "Lessee")

OF THE SECOND PART.

WHEREAS the City is the owner of certain lands outlined with diagonal lines;

WITNESSETH, that in consideration of the rents, covenants and agreements contained herein and other good and valuable consideration, the parties hereto agree as follows:

1.0 GRANTS

The City hereby leases to the Tenant on the terms and conditions contained herein the lands shaded by parallel lines on Schedule "A" attached hereto and forming part of this Lease (hereafter referred to as the "leased premises"), and more particularly described as measuring 10 feet by 12 feet of laneway located adjacent to Lot No. 32, Plan M-150 and having an area of 11.15 square meters.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of five (5) years, commencing on the 12th day of September 2022 and ending on the 11th day of September 2027.

Written application to renew this Lease for prescribed periods may be made, but in no case shall it be made less than sixty (60) days prior to the expiry of the term. The Council of the City shall then consider the application and approve or refuse it by way of formal resolution.

3.0 RENT

The Lessee covenants and agrees to pay as rent to the City as rent, in advance, the sum of Two Hundred and Twenty-five Dollars (\$225.00) plus applicable taxes on or before the 1st day of October in each year for which this lease is in effect.

4.0 USE OF LANDS LEASED

The Lessee covenants to use the leased premises for absolutely no other purpose other than to establish a rear exit to service the Tenant's property located at 11 Mary Walk. Without limiting the restrictiveness of the foregoing, the Lessee shall not erect any structures, store any articles or park any vehicles on the leased premises.

The Lessee covenants to maintain and keep the leased lands herein in a clean and tidy condition at all times.

The Lessee covenants not to do or to permit to be done on the leased lands herein anything that may be deemed to be offensive or result in a nuisance to the City or to other residents in the adjacent areas.

The Lessee covenants to abide by and comply with all lawful rules, regulations and bylaws of the City and other governing bodies applicable to any use of the lands herein.

That notwithstanding any present or future Act of the Legislature of the Province of Ontario no right of access shall survive this lease and that upon any claim being made for such exemption by the Tenant or on distress being made by the City. This covenant and agreement may be pleaded as an estoppel against the Tenant in any action brought to test the right to access, the Tenant waiving as he hereby does all and every benefit that could or might have accrued to him under any by virtue of the said Act;

5.0 LEASE NOT TO BE ASSIGNED

The Lessee covenants not to transfer or assign this Lease or any rights hereunder without obtaining the consent in writing of the City to such transfer or assignment.

6.0 IMPROVEMENTS

It is agreed that the City will not be responsible to reimburse the Lessee for any improvements made to the leased lands during the life of the Lease,

7.0 INSURANCE

The Lessee covenants it shall at all times indemnify and save harmless, the City from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whosoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Lease, or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

As further security for such indemnity the Lessee shall carry public liability insurance, with an insurer satisfactory to the Treasurer of the Municipality, in an amount not less than Five Million Dollars (\$5,000,000.00) and shall provide to the Treasurer an insurance certificate indicating that the City is an additional insured.

8.0 TERMINATION OF LEASE

Upon the termination of this Lease, the Lessee covenants to immediately remove all of his fixtures and return the lands herein to their original condition or to a state which is agreed upon by both parties hereto.

Either party may terminate this Lease upon giving sixty (60) days written notice by personal service and in the case of the City to:

Ms. N. Bray, City Clerk
City of Elliot Lake
45 Hillside Drive North
Elliot Lake, Ontario
P5A 1X5

and in the case of the Tenant to:

2079040 Ontario Limited
11 Valley Crescent
Elliot Lake, Ontario
P5A 2G5.

9.0 REMEDY

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under section 8.0 above to the Lessee and that such costs may be collected by Distress. Any breach of the covenants herein shall at the

option of the City, operate to render this Lease null and void, It is agreed that section 9.0 Remedy, shall survive any termination of the Lease herein.

10.0 PARAGRAPH HEADINGS

The paragraph headings in this Lease are for convenience only and shall not be construed to affect the meaning of the paragraphs so headed.

11.0 BINDING EFFECT

This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

MAYOR

CITY CLERK

WITNESS

2079040 Ontario Limited

