

**Schedule "A" to By-law No. 23- of
The Corporation of The City of Elliot Lake**

THIS LEASE, made in triplicate this day of , 2023

BETWEEN:

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

OF THE FIRST PART,

- and -

SCOTT PAUL & LORETTA PAUL
(hereafter called the "Tenant")

OF THE SECOND PART.

WHEREAS the City is the owner of certain lands located directly adjacent to 83 St. Laurent Place.

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 being lands located directly adjacent to 83 St. Laurent Place.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of three (3) year commencing on the 11th day of September 2023, and ending on the 11th day of September 2026. 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 Tenant covenants and agrees to pay as rent, in advance, in the amount of Two Hundred and Fifty-five dollars (\$255.00) plus applicable taxes upon

receiving invoice from the City.

4.0 USE OF LANDS LEASED

The Tenant covenants not to erect any structures on the leased lands herein other than a permitted fence.

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

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

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

5.0 LEASE NOT TO BE ASSIGNED

The Tenant 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 responsible to reimburse the Tenant for any improvements made to the leased lands during the life of the Lease.

7.0 INSURANCE

The Tenant 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 Tenant 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 termination of this lease, the Tenant covenants to immediately remove all of their 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 sixty (60) days written notice by personal service and in the case of the City to:

N. Bray, City Clerk
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, Ontario
P5A 1X5

and in the case of the Tenant to:

Mr. & Mrs. Paul
83 St. Laurent Place
Elliot Lake, Ontario
P5A 2V2

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 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.

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

THE CORPORATION OF THE
CITY OF ELLIOT LAKE

ACTING MAYOR

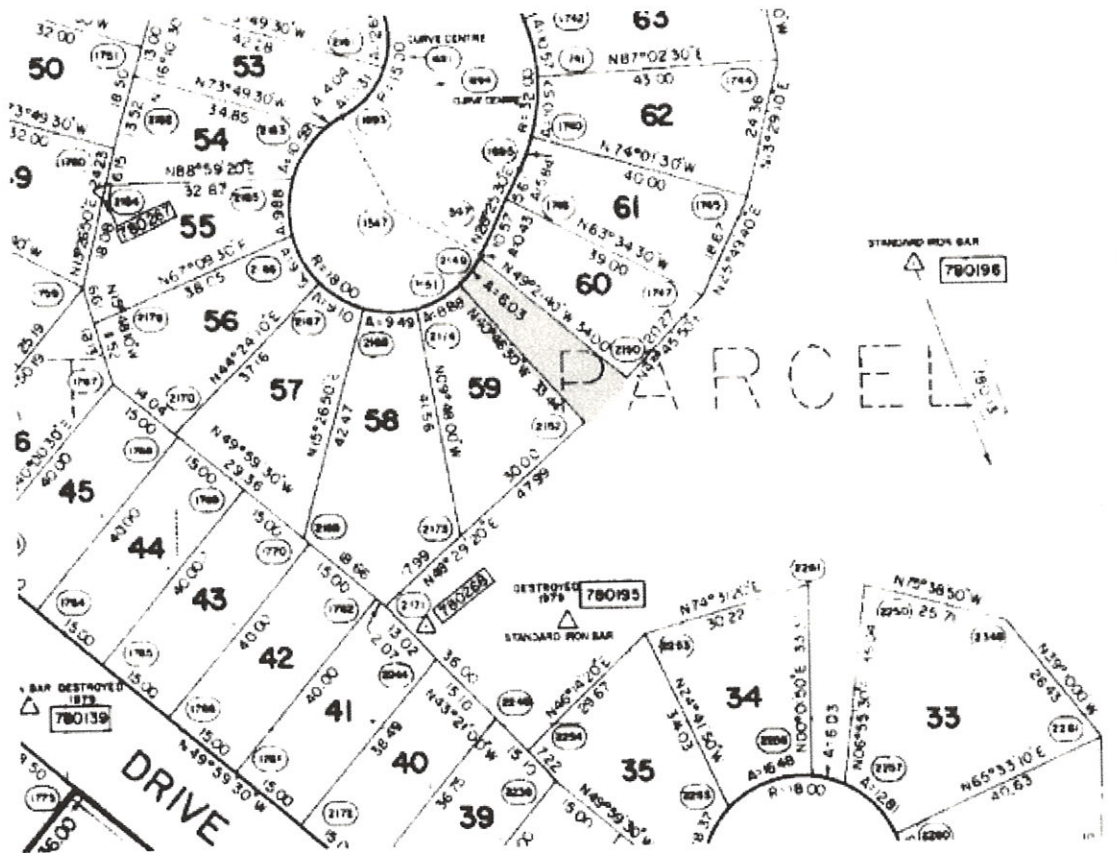
CITY CLERK

Natasha Heyman
WITNESS

Scott Paul
SCOTT PAUL

Loretta Paul
LORETTA PAUL

Schedule A



Plan of Subdivision