

**Schedule "A" to By-law No. 24 - of
The Corporation of The City of Elliot Lake**

THIS LEASE, made in triplicate this th day of , 2024

BETWEEN:

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

OF THE FIRST PART,

- and -

ELLIOT LAKE GRANITE SPORT & SOCIAL CLUB
(hereafter called the "Lessee")

OF THE SECOND PART.

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 LANDS LEASED

The City agrees to lease unto the Lessee the lands outlined in red on Schedule "A" attached hereto and forming part of this lease and measuring approximately 10.6 metres by 30.48 metres located adjacent to 55 Hillside Drive South, Elliot Lake, Ontario.

2.0 TERM AND APPLICATION FOR RENEWAL

The term of this Lease shall be for a period of two (2) years, commencing on the 27th day of May and ending on the 27st day of May 2026.

3.0 RENT

The Lessee covenants and agrees to pay as rent in advance, in the amount of Two Hundred and Sixty-six dollars and fifty four cents (\$266.54) plus applicable taxes per year.

4.0 USE OF LANDS LEASED

The Lessee covenants to use the lands herein leased solely for additional parking for vehicles and trailers.

The Lessee covenants to pay or cause to be paid all rates, taxes, and assessments, of whatsoever description, that may at any time during the existence of this lease be lawfully imposed or become due and payable upon, or in respect of the operations conducted by the Lessee on the lands herein.

The lessee 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 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 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.

7.0 TERMINATION OF LEASE

Either party may terminate this lease upon thirty (30) days written notice.

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

8.0 REMEDY

It is agreed that the City will have the right to charge all costs incurred by the City to remedy a default under Paragraph 4.0 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 8.0 Remedy, shall survive any termination of the lease herein.

9.0 NOTICE

Any notice required or given pursuant to this Lease shall be given by 1st class post or personal service and in the case of the City to:

N. Bray, Director of Clerks and Planning Services
City of Elliot Lake
45 Hillside Dr. N.
Elliot Lake, Ontario
P5A 1X5

and in the case of the Lessee to:

Paul Noad
Elliot Lake Granite Sport & Social Club
154 Ontario Avenue
Elliot Lake, Ontario
P5A 1Y3

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

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

MAYOR

CITY CLERK

WITNESS

PAUL NOAD