

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 102 - 2004

**A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A LEASE AGREEMENT
BETWEEN THE CORPORATION OF THE CITY OF KENORA AND 2539706
MANITOBA LIMITED**

WHEREAS the Corporation of the City of Kenora has agreed to enter into a five (5) year Lease Agreement with 2539706 Manitoba Limited for use of municipal property located directly west of Lots 127 and 128 situated in the said City of Kenora, as shown on Plan of Subdivision of Knight's Location filed in the Office of the Land Titles at Kenora, ON as Plan M.63; and

WHEREAS Council has agreed to enter into said lease for a five (5) year term with 2539706 Manitoba Limited for the above-described property to accommodate the "Days Inn" sign;

NOW THEREFORE BE IT RESOLVED THAT the Council of The Corporation of the City of Kenora enacts as follows:-

- 1. THAT** The Corporation of the City of Kenora hereby enters into a Lease Agreement with 2539706 Manitoba Limited for the purpose of leasing a portion of municipal property as described above;
- 2. THAT** The Corporation of the City of Kenora and 2539706 Manitoba Limited hereby enter into a Lease Agreement annexed hereto as Schedule "A";
- 3. THAT** this lease shall be automatically renewed by mutual consent at the end of the five (5) year term (or in the year 2009);
- 4. THAT** the Mayor and the Clerk be and are hereby authorized to execute all documents relating to this Agreement on behalf of The Corporation of the City of Kenora.
- 5. THAT** By-law Number 86-99 is hereby repealed.

**BY-LAW READ A FIRST & SECOND TIME THIS 9 DAY OF AUGUST, 2004.
BY-LAW READ A THIRD & FINAL TIME THIS 9 DAY OF AUGUST, 2004.**

THE CORPORATION OF THE CITY OF KENORA:-

per.....David Canfield, MAYOR

per.....Joanne McMillin, CITY CLERK

SCHEDULE "A" TO BY-LAW NUMBER 102 - 2004

THIS AGREEMENT made this 9th day of August, 2004.

B E T W E E N :

THE CORPORATIN OF THE CITY OF KENORA

OF THE FIRST PART

- and -

2539706 Manitoba Limited

OF THE SECOND PART

WHEREAS the City is owner of property located directly west of lots described as 127 and 128 as shown on Plan of Subdivision of Knight's location filed in the Office of the Land Titles at Kenora, ON as Plan M.63; and

WHEREAS 2539706 Manitoba Limited has its "Days Inn" sign located on the aforementioned municipal property located directly west of lots 127 and 128 as shown on Plan M.63in the City of Kenora;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, and the covenants and conditions hereinafter contained, the parties hereto covenant and agree as follows:

1. **THAT** the City hereby agrees to lease property located immediately west of lots 127 and 128 on Plan M.63 to 2539706 Manitoba Limited on the conditions and covenants herein contained.
2. **THAT** 2539706 Manitoba Limited hereby leases the said demised premises for and during the term of a five (5) year period to be computed from the **1st day of August, 2004** and from thenceforth next ensuing and fully to be complete and ended on the **31st day of July, 2009**;
3. **THAT** yielding and paying therefore yearly and every year during the said term unto the said Lessee, his heirs, executors, administrators, or assigns, the following schedule of payments, plus an inflation factor of 2% to be payable on the following days and times, that is to say:-

On the 1st day of August 2004 – 2005 the sum of \$626.11

On the 1st day of August 2005 – 2006 the sum of \$638.63

On the 1st day of August 2006 – 2007 the sum of \$651.40

On the 1st day of August 2007 – 2008 the sum of \$664.42

On the 1st day of August 2008 – 2009 the sum of \$677.70

4. **THAT** 2539706 Manitoba Limited will not carry on upon the said premises any business that shall be deemed a nuisance.
5. **THAT** 2539706 Manitoba Limited shall keep the premises free of garbage and any and all debris.
6. **THAT** 2539706 Manitoba Limited shall use the property in question for the purpose of erecting a sign only.
7. **THAT** 2539706 Manitoba Limited agrees to indemnify and hold the City harmless against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance or use of the property and shall carry public liability insurance in the amount of Two Million Dollars

(\$2,000,000.00) in which policy the City shall be a named insured and the policy shall carry a cross-liability endorsement.

8. **THAT** this agreement may be terminated or cancelled by either party, upon ninety (90) days written notice.
9. **THAT** authorization is hereby given for automatic subsequent renewals of five (5) year increments, subject to agreement by both parties.
10. **THAT** this agreement shall endure to the benefit of and be binding upon the respective parties hereto and their respective heirs, executors, administrators, successors and/or assigns.

IN WITNESS WHEREOF the party of the first part has hereunto affixed his hand and seal and the party of the second part has its corporate seal attested to by its proper signing officers, the day and year first above written.

SIGNED, SEALED AND DELIVERED)

in the presence of:

_____)
Witness

Lessee (2539706 Manitoba Limited)

NAME: _____

TITLE: _____

) **THE CORPORATION OF THE**
) **CITY OF KENORA**

CITY SEAL

Per: _____
David Canfield, MAYOR

Per: _____
Paulette Grouda, D/CLERK

