

# The Corporation of the City Of Kenora

## By-Law Number 56 - 2012

### A By-Law to Authorize the Entering into of a Lease Agreement between the Corporation of the City Of Kenora and Loaf 'N Jug Food Mart Ltd.

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**Whereas** the Corporation of the City of Kenora has agreed to enter into a three (3) year Lease Agreement with Keith & Louise Myshkowsky of Loaf 'N Jug Food Mart Ltd. for the purpose of erecting a deck on a portion of municipal property adjacent to 1132 Ninth Street North, in the City of Kenora, being a strip of seven (7) feet wide along the northerly side of the road allowance of Ninth Street North starting at a point five (5) feet west of the south-east corner of Parcel 16048 and then proceeding west twenty-four (24) feet along the lot line of said parcel and then south seven (7) feet into the road allowance and then east twenty two (22) feet parallel to the south lot line of said parcel and the north seven (7) feet to the starting point and forming an area of one hundred and fifty four square (154) feet; and

**Whereas** Council deems it expedient to enter into a lease agreement with Loaf 'N Jug Food Mart Ltd. for this purpose;

**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 Loaf 'N Jug Food Mart Ltd. for the purpose of leasing a portion of municipal property as described above to accommodate a deck at the Loaf 'N Jug Food Mart;
2. **That** The Corporation of the City of Kenora and Loaf 'N Jug Food Mart Ltd. hereby enters into a Lease Agreement annexed hereto as Schedule "A" for 2012, 2013 and 2014;
3. **That** this lease shall be automatically renewed by mutual consent at the end of the three (3) year term (or in the year 2015);
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.

**By-law read a First and Second Time this 22 day of May, 2012**

**By-law read a Third and Final Time this 22 day of May, 2012**

**The Corporation of the City of Kenora:-**

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**David S. Canfield, Mayor**

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**Joanne L. McMillin, City Clerk**

**SCHEDULE "A" TO BY-LAW NUMBER 56 - 2012**

**THIS AGREEMENT** made this 22nd day of May, 2012.

**B E T W E E N :**

**The Corporation of the City of Kenora**  
(hereinafter called "the City")

**OF THE FIRST PART**

- and -

**The Loaf 'N Jug Food Mart Ltd.**  
(hereinafter called "Loaf 'N Jug")

**OF THE SECOND PART**

**Whereas** Loaf 'N Jug has a deck on City property located at 1132 Ninth Street North in the City of Kenora; and

**Whereas** an area of 154 square feet of the deck encroaches onto municipal property as described in the attached by-law at 1132 Ninth Street North;

**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 allow the encroachment of a deck on municipal property as described above on the conditions and covenants herein contained.
2. **That** there be adequate "sight lines" maintained for vehicle safety at the Ninth Street North intersection;
3. **That** the City shall be entitled to demand that the deck be removed at any time, in the event the City wishes to utilize the property in the future.
4. **That** Loaf 'N Jug agrees to keep the deck in good condition and maintain the area on the City's property, at his expense.
5. **That** Loaf 'N Jug 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 Five Million Dollars (\$5,000,000.00) in which policy the City shall be a named insured and the policy shall carry a cross-liability endorsement.
6. **That** this agreement may be terminated or cancelled by either party, upon ninety (90) days written notice.
7. **That** Loaf 'N Jug shall be responsible for all associated costs relating to this lease, including legal and survey fees.
8. **That** Loaf 'N Jug shall pay the City the following cost per square foot (plus applicable taxes) for each year during the term of the lease which reflects a 3% escalation fee:

9. **That** authorization be hereby given for the automatic subsequent renewals of this agreement of three (3) year increments, subject to agreement by the City and Loaf 'N Jug.
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:

**The Loaf 'N Jug Food Mart Ltd.**

**Keith Myshkowsky**

**Louise Myshkowsky**

**The Corporation of the City of Kenora**