

CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2001-47

A by-law authorizing a Lease Agreement between the Corporation of the Town of Amherstburg and Hampton Holdings of Windsor Limited for the use of Part of Lot 32 and "A" or 31A, Plan 240.

WHEREAS the Corporation of the Town of Amherstburg is desirous of leasing out a portion of Part of Lot 32 and "A" or 31A, Plan 240; and

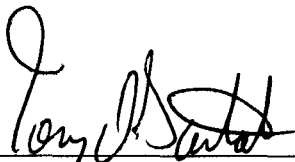
WHEREAS Hampton Holdings of Windsor Limited has made a proposal to the Town of Amherstburg to lease the premises for the purpose of a parking lot; and

WHEREAS the parties are desirous of entering into a lease agreement.

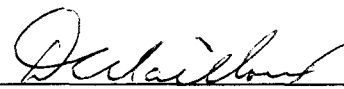
NOW THEREFORE THE COUNCIL OF THE CORPORATION

OF THE TOWN OF AMHERSTBURG ENACTS AS FOLLOWS:

1. That the Corporation of the Town of Amherstburg enter into a lease agreement with Hampton Holdings of Windsor Limited which is attached as Schedule 'A' to this by-law and forms part of this by-law.
2. That the Mayor and Clerk be authorized to sign the lease agreement between the Corporation of the Town of Amherstburg and Hampton Holdings of Windsor Limited.
3. That this by-law shall come into force and take effect on the final passing thereof.



MAYOR



CLERK

1st Reading - October 9, 2001

2nd Reading - October 9, 2001

3rd Reading - October 9, 2001

THIS INDENTURE made (in duplicate) the 2nd day of August, 2001
IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

BETWEEN:

THE TOWN OF AMHERSTBURG

herein called the "LANDLORD"

of the **FIRST PART**

- and -

**HAMPTON HOLDINGS OF WINDSOR
LIMITED**

herein called the "TENANT"

of the **SECOND PART**

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Tenant, the Landlord does demise and lease unto the Tenant, its executors, administrators, successors and assigns, all that messuage or tenement situate, lying and being

Part of Lot 32 and "A" or 31A on the north side of Richmond Street, according to Registered Plan 240, Town of Amherstburg, County of Essex and Province of Ontario, as described in the schedule attached as outlined in red in the Schedule attached being a vacant parking lot 65 feet by approximately 167 feet..

TO HAVE AND TO HOLD the said demised premises for and during the term of five (5) years to be computed from the 14th day of January, 2002 and from thenceforth next ensuing and fully to be completed and ended. This lease is to commence on January 14, 2002 being the expiration date of the present lease between the Tenant and the Landlord's Public Utilities Commission .

YIELDING AND PAYING therefor yearly and every year during the said term unto the said Landlord the sum of Two Thousand, Four Hundred Dollars (\$2,400.00) per year to be payable on the following days and times, that is to say:

Two Hundred Dollars (\$200.00) per month in advance on the 15th day of each month the first of such payments to become due and be made on the 15th day of February, 2002 next, and the last payment to become due and be paid in advance on the 15th day of January, 2007

IN addition the Tenant will pay to the Landlord in lieu of municipal taxes Two Thousand, Seven Hundred and Fifty Dollars (\$2,750.00) per annum in equal monthly instalments of Two Hundred and Twenty-Nine Dollars and Seventeen Cents (\$229.17) each to be paid as additional rent concurrent with the rent payments.

IN the event that the abutting lands owned by the Town of Amherstburg are opened up as a parking lot, the Tenant agrees to enter into a Reciprocal Parking and Entrance / Exit Agreement with the Town to allow open parking within the parking lots and to provide on a pro rata basis with the sharing of costs for maintenance, snow removal and lighting with respect to the combined parking area.

THE Tenant covenants that he will not do or permit to be done on the said premises anything which may be annoying to the Landlord, or which the Landlord may deem to be a nuisance.

THE Tenant further covenants that the land will only be used as a parking lot to service the adjoining commercial property (currently a Shoppers Drugstore) owned by the Tenant. The Tenant and the Landlord consent to the sub-lease of the Tenant's lease to Shoppers Drug Mart.

THE Tenant covenants that he will not do or permit to be done any act or thing which may make void or voidable any insurance upon any building, or part thereof, upon the said premises, or which may cause any increased or additional premium to be payable for any such insurance.

THE Tenant shall not allow any ashes, refuse, garbage or other loose or objectionable material to accumulate in or about the premises, and will at all times keep the said premises in clean and wholesome condition.

PROVIDED that the Landlord may place upon the said premises at any time during the said term a notice that the said premises are for sale, and within two months prior to the termination of the said term or renewal may place a notice on the said premises that they are to be let, and the Tenant agrees that he will not remove such notices, or permit them to be removed.

PROVIDED also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Tenant, or if the Tenant shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, then the current month's rent, together with the rent for the three months next accruing, shall immediately become due and payable, and the said term shall, at the option of the Landlord, forthwith become forfeited and determined, and the Landlord may re-enter and take possession of the premises as though the Tenant was holding over after the expiration of the said term.

AND that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

AND the said Tenant covenants with the said Landlord to pay rent; and to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to keep up fences if any; and that the said Landlord may enter and view state of repair, and that the said Tenant will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted, and will not assign or sub-let without consent which consent will not arbitrarily be withheld by the Landlord.

PROVISO for re-entry by the said Landlord on non-payment of rent or non-performance of covenants.

PROVIDED also that in the case of a seizure or forfeiture of the said term for any of the causes herein set forth, the Landlord shall have the same right of re-entry as is given under the next preceding proviso.

THE Tenant covenants that he will keep the premises and the sidewalks in front and at the sides of the said premises free of snow and ice.

PROVIDED that notwithstanding anything herein contained the Landlord's right of re-entry hereunder for non-payment of rent or non-performance of covenants shall become exercisable in the event that the Tenant defaults and the Tenant fails to cure such default upon fifteen (15) days written notice being delivered to the Tenant. Notice to the Tenant shall be delivered in writing to its office at P. O. Box 129 (55 Talbot Street North), Essex, Ontario, N8M 2Y2, Att'n: Mr. David Burstyn.

THE said Landlord covenants with the said Tenant or quiet enjoyment.

AND it is hereby agreed the parties hereto that should the Tenant remain in possession of the said premises after the determination of the term hereby granted, without other special agreement, it shall be as a monthly tenant only, on the same terms and conditions as contained in this lease.

THE Tenant further covenants to:

1. Keep the premises illuminated from sundown to the last normal closing hour of the adjoining premises.
2. Maintain the paving and drainage system on the premises in a good state of repair, to the satisfaction of the Landlord.
3. Pay all utility charges relating to the premises.
4. To indemnify and save harmless the Landlord from all claims and demand for injury to persons or property arising from or relating to the premises, except such as may arise out of the act, failure to act or negligence of the Landlord or the Landlord's agents or employees.

- 5. To maintain liability insurance upon the premises with any insurer, and on terms and in an amount satisfactory to the Landlord, naming the Landlord as an insured.

RIGHT OF RENEWAL

THE Tenant shall have the right to renew this lease for a further term of five (5) years on the same terms and conditions set out in this lease, except for a further right of renewal and, except that the monthly rent during such second renewal term shall be adjusted at the time of renewal. The new rental figure will be mutually agreed upon by both parties based on current rents for similar space in the near-by area, and shall not, in any event, be less than current rent. If the Landlord and the Tenant cannot reach agreement then it shall be decided by arbitration in accordance with the Arbitration Act of the Province of Ontario, the cost of which is to be shared equally. If either the Landlord or the Tenant decides to exercise this option it shall give the Landlord written notice of such intention not later than six (6) months preceding the termination of the first renewal term. This five (5) year period is sometimes hereinafter referred to as the "Renewal" term. If the decision of the arbitrator(s) is delayed beyond the commencement of the term of the Renewal of this Lease, the Tenant shall continue to pay rent as if the original term had not expired, and when the rent for the term of the Renewal of the Lease is decided upon the arbitrator(s) the Landlord and Tenant shall make any necessary adjustments with respect to the rent paid to the date of the decision of the arbitrator(s).

Provided further that this option to renew shall be null and void if the Tenant does not exercise this option as provided herein.

IT is agreed between the parties hereto that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

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

Signed, Sealed and Delivered)

) THE TOWN OF AMHERSTBURG

) *Jon D. Santos* MAYOR TONY DIBARTOLOMEO

) Per: *David Maillouy* CLERK DAVID MAILLOUY

) Name:

) Title:

)

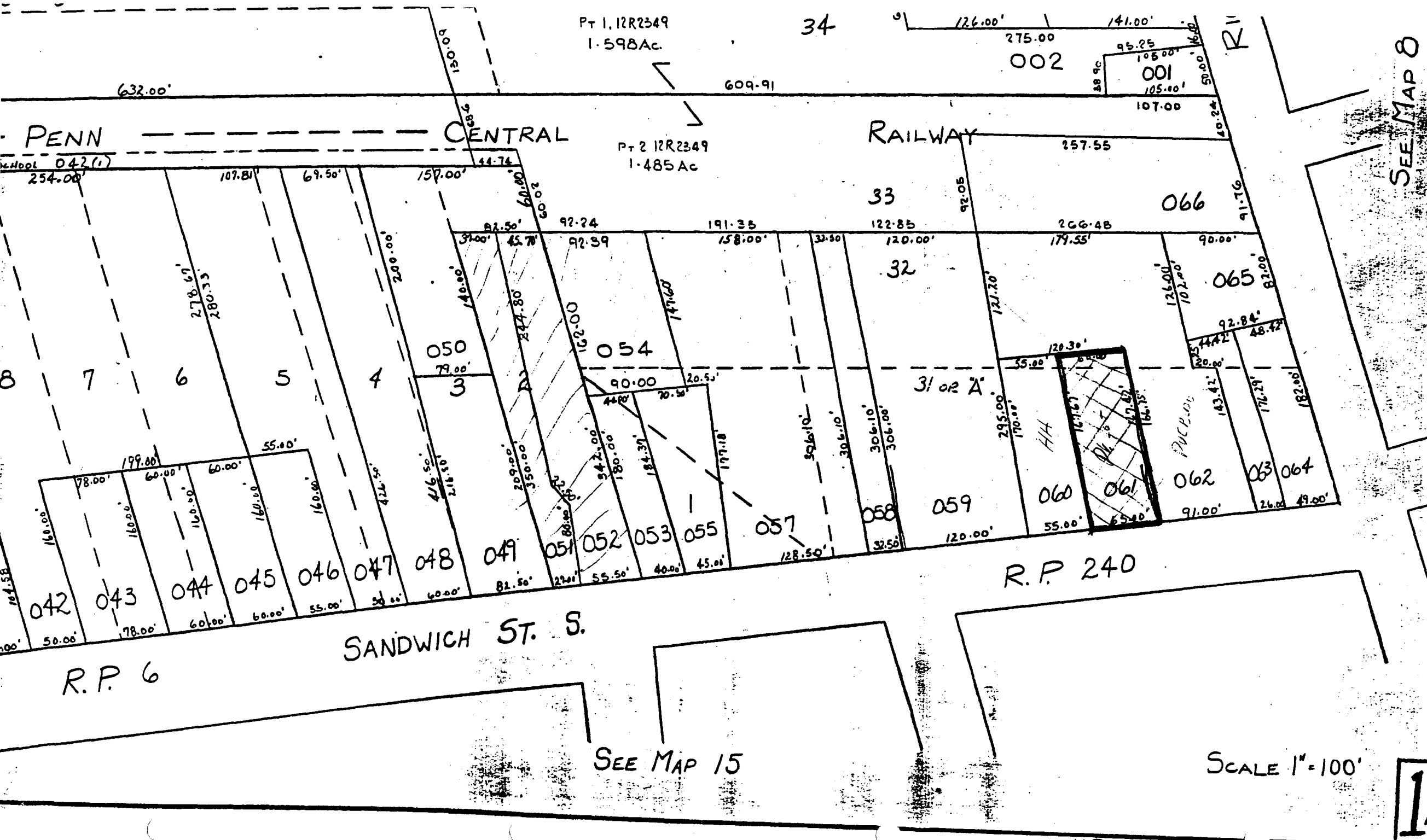
) HAMPTON HOLDINGS OF WINDSOR LIMITED

)

) Per: *David Burstyn*

) Name: David Burstyn

) Title: President



Pt 1, 12R2349
1.598Ac.

34

126.00' 141.00'

275.00
002

95.25
105.00
105.00
50.00
001

R

PENN CENTRAL

Pt 2 12R2349
1.485Ac

RAILWAY

33

066

SEE MAP 8

042(i)

254.00' 107.81' 69.50' 157.00'

0 7 6 5 4

050

054

32

065

HH
DEPT

P.N.C.P. INC.

042 043 044 045 046 047 048 049

051

052

053

055

057

058

059

060

061

062

063 064

SANDWICH ST. S.

R.P. 240

SEE MAP 15

SCALE 1" = 100'

1

UP. JEV. 26.03

FOR OFFICE USE ONLY

0325518

CERTIFICATE OF RECEIPT
RECEIVED
ESSEX (12) WINDSOR

01 NOV 13 PM 1 02

LAND REGISTRAR / REGISTRATEUR

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 7 pages
(3) Property Identifier(s)	Block 70554	Property 0240
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document Application to Register Lease		
(5) Consideration		
Dollars \$		
(6) Description Part of Lot 31A, 31 Plan 240, as in R832907 (R120024) Town of Amherstburg, County of Essex		
(7) This Document Contains:	(a) Redescription New Easement <input type="checkbox"/> Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:
The Corporation of the Town of Amherstburg, the registered owner of the above land hereby applies for the entry of a Lease produced herewith.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
THE TOWN OF AMHERSTBURG (Lessor) by its solicitor	 Armando F. DeLuca, Q.C.	2001 11 08

(11) Address for Service: **271 Sandwich St. S., Box 159, Amherstburg, Ontario N9V 2Z3**

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature Y M D
HAMPTON HOLDINGS OF WINDSOR LIMITED (Lessee) by its AGENT	 Armando F. DeLuca, Q.C.	2001 11 01

(13) Address for Service: **C/O 176 University W., Windsor, Ontario N9A 5P3**

(14) Municipal Address of Property
**Richmond St.
Amherstburg, Ontario**

(15) Document Prepared by:
**Armando F. DeLuca, Q.C.
MOUSSEAU, DELUCA, MCPHERSON,
PRINCE
800-176 University Ave. West
Windsor, Ontario N9A 5P3**

Fees and Tax	
Registration Fee	
Total	600

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of lot 31A, 31 Plan 240, Town of Amherstburg, County of Essex

BY (print names of all transferors in full) THE TOWN OF AMHERSTBURG

TO (see instruction 1 and print names of all transferees in full) Hampton Holdings of Windsor

I, (see instruction 2 and print name(s) in full) Armando F. DeLuca, Q.C.

MAKE OATH AND SAY THAT:

- 1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)
(a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) Hampton Holdings of Windsor
(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))
(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000). I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance contains at least one and not more than two single family residences. Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5)

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$ Nil
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ Nil
(ii) Given back to vendor \$ Nil
(c) Property transferred in exchange (detail below) \$ Nil
(d) Securities transferred to the value of (detail below) \$ Nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ Nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ Nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ Nil \$ Nil
(h) VALUE OF ALL CHATTELS – items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended) \$ Nil
(i) Other consideration for transaction not included in (g) or (h) above \$ Nil
(j) TOTAL CONSIDERATION \$ Nil

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) between landlord and tenant
6. If the consideration is nominal, is the land subject to any encumbrance? n/a
7. Other remarks and explanations, if necessary. The term of the lease, including any renewals, extensions or options, does not exceed fifty (50) years.

Sworn before me at the City of Windsor in the County of Essex this 9th day of November 2001

Lodie Weisser, Commissioner, etc., County of Essex, for Mousseau, DeLuca, Barniers and Solicitors. Expires January 26, 2003.

Armando F. DeLuca signature(s)

Property Information Record Expires January 26, 2003.
A. Describe nature of instrument: Lease
B. (i) Address of property being conveyed (if available) Richmond St., Amherstburg, Ontario
(ii) Assessment Roll No. (if available) not available
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) same as in B(i)
D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor Armando F. DeLuca, Q.C., MOUSSEAU, DELUCA, MCPHERSON, PRINCE 800-176 University Ave. West, Windsor, Ontario N9A 5P3

For Land Registry Office Use Only
Registration No.
Registration Date Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation
(a) Are all individual transferees Roman Catholic? Yes No
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
(c) Do all individual transferees have French Language Education Rights? Yes No
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No
NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0449D (90-09)