

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

BY-LAW NO. 83-2017

Being a by-law to authorize the Reeve and Clerk to sign, on behalf of Council,
A Sign Agreement with WVRH Holdings Inc. Huron Tractor Blyth.

WHEREAS the Municipal Act, 2001, as amended permits the Councils of all municipalities to enter into certain agreements;

AND WHEREAS Council of the Township of North Huron Council is desirous of executing a Sign Agreement with WVRH Holdings Inc. Huron Tractor Blyth;

AND WHEREAS Council deems it expedient to enter into said agreement;

NOW THEREFORE, the Council of the Corporation of the Township of North Huron ENACTS the following:

1. That the Reeve and Clerk are hereby authorized to sign, on behalf of Council, a Sign Agreement with WVRH Holdings Inc. Huron Tractor Blyth.
2. That a copy of the said Agreement is attached hereto and designated as Schedule ‘A’ to this By-law.
3. That this By-law shall come into force and takes effect on the day of the final passing thereof.

READ A FIRST AND SECOND TIME THIS 18TH DAY OF SEPTEMBER, 2017.

READ A THIRD TIME AND PASSED THIS 18TH DAY OF SEPTEMBER, 2017.

CORPORATE SEAL

Neil G. Vincent, Reeve

Richard Al, Clerk

AGREEMENT

THIS AGREEMENT made in duplicate this _____ day of _____, 2017.

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter called the Township)**

-and-

**WVRH HOLDINGS INC.
o/a Huron Tractor
(hereinafter called WVRH Holdings Inc.)**

WHEREAS the Township has established a "Welcome to Blyth" sign in the Northwest Corner of Block J, Part Park Lot 9, Plan 171, Queen Street, east side, Village of Blyth on the property owned by WVRH Holdings Inc.;

AND WHEREAS the Township and WVRH Holdings Inc. have had similar arrangements since 1989;

NOW THEREFORE parties to this Agreement agree to the following terms and conditions:

THAT:

1. WVRH Holdings Inc. grants permission to the Township, its successors and assigns, the right, at any time, to enter unto the lands described in this Agreement, for the purpose of installing, constructing, repairing and maintaining the said structure.
2. The Township agrees to keep the said structure in good repair at all times.
3. This Agreement to be in force for a term of five (5) years and to be computed from the first day of January, 2017.
4. The Township and WVRH Holdings Inc. agree that this Agreement shall continue and remain in effect for a term of five (5) years from its effective date as set out above, and may be renewed thereafter upon mutual agreement of the Parties.
5. The Township agrees to pay rent annually and for every year after, during the said term of this Agreement to WVRH Holdings Inc. and their assigns, the sum as outlined in Schedule 'A' to this Agreement and payable on the first day of January of each of the five (5) years of this Agreement.
6. The Township and WVRH Holdings Inc. agree that at the termination of this lease, the Township will remove all structures on the leased lands and return the lands as closely as practically possible to their original condition.
7. The Township agrees to include the sign for liability coverage under its municipal insurance policy.

- 8. In the event of the sale of the lands owned by WVRH Holding Inc., this Agreement shall become null and void and a new Agreement would be required with any new owner.
- 9. This Agreement may be terminated by either party by giving sixty (60) days written notice to the other party. The form of said notice shall be by personal delivery or by registered mail.

IN WITNESS WHEREOF of the parties hereunto set their hand and seals.

SIGNED, SEALED & DELIVERED IN THE PRESENCE OF:

Township of North Huron

Reeve Neil G. Vincent

Date

Clerk Richard Al

Date

WVRH Holdings Inc.

Representative

Date

Representative

Date

SCHEDULE ‘A’
TO
AGREEMENT

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
(hereinafter called the Township)

-and-

WVRH HOLDINGS INC.
(hereinafter called WVRH Holdings Inc.)

The Township agrees to pay rent annually and for every year during the said term of this Agreement to WVRH Holdings Inc. and their assigns, the sum as outlined below and payable on the first day of January of each of the five (5) years of this Agreement.

January 1, 2017	\$375.00
January 1, 2018	\$375.00
January 1, 2019	\$375.00
January 1, 2020	\$375.00
January 1, 2021	\$375.00