

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

BY-LAW NO. 51 -2011

BEING A BY-LAW TO AUTHORIZE THE CLERK TO SIGN, ON BEHALF OF COUNCIL,
A LEASE AGREEMENT WITH THE COUNTY OF HURON

WHEREAS the Municipal Act, permits the Councils of all Municipalities to enter into certain agreements;

AND WHEREAS the Council of the Township of North Huron desires to enter into the said Agreement with the County of Huron

AND WHEREAS Council deems it expedient to enter into the said Lease Agreement;

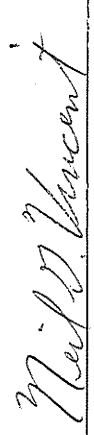
NOW THEREFORE the Council of the Corporation of the Township of North Huron ENACTS the following:

1. The CAO/Clerk Gary Long is hereby authorized to sign, on behalf of Council, a Lease Agreement with the County of Huron for use of the Emergency Services Training Centre to use solely as an Ambulance Post.
2. Copies of the said Agreements are attached hereto and designated as Schedule A to this By-law.
3. This By-law shall come into force and takes effect on the day of final passing thereof.

READ A FIRST AND SECOND TIME THIS 17TH DAY OF OCTOBER, 2011

READ A THIRD TIME AND FINALLY PASSED THIS 17TH DAY OF OCTOBER, 2011

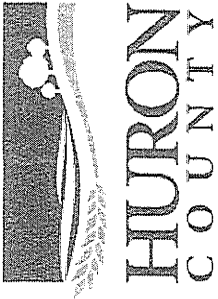
CORPORATE SEAL



Reeve Neil G. Vincent



Clerk/CAO Gary Long



County of Huron Emergency Services
1 Court House Square, Goderich, ON N7A 1M2
Tel: 519.524.8394 Fax: 519.524.5147
www.huroncounty.ca

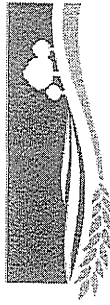
Lease Agreement

This lease agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

The Township of North Huron shall be referred to as the "Lessor" and the County of Huron shall be referred to as the "Lessee". As consideration for this Full Gross Lease agreement, the Lessor agrees to lease to the Lessee and the Lessee agrees to lease from the Lessor for use solely as an Ambulance Post, a separate and distinct portion of the premises located at 40193 Blyth Road in the town/village of Blyth, Ontario.

1. **Terms:** The Lessee agrees to pay in advance \$500. per month on or before the first (1st) day of each month. This agreement shall commence on 15 October 2011 and upon a negotiated agreement, shall be effective retro to 15 October 2011 and continue until it is terminated by either party with 90 days written notice.
2. **Annual Rent :** Payments will be twelve (12) equal payments made by cheque and made payable to "Treasurer, Township of North Huron".
3. **Utilities:** Lessor shall arrange and pay for all utilities, cleaning and paper products for the term of this lease agreement, including, but not limited to, electricity, gas, water, and sewer. Telephone and any internet connections required will be the responsibility of the Lessee.
4. **Delivery, Acceptance and Surrender of Premises:** The Lessee shall surrender the premises at the termination of this lease agreement in the same condition as when the lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fire and storms.
5. **Partial destruction of Premises:** Partial destruction of the premises shall not render this lease agreement void or voidable, nor terminate it except as specifically provided in this lease agreement. If the premises are partially destroyed during the term of this lease agreement, the Lessor shall repair them when such repairs can be made in conformity with governmental laws and regulations. The lease payments will be reduced proportionately to the extent the repair operations interfere with the business conducted on the premises by the Lessee. If the repairs cannot be made within a reasonable time or if the Lessor does not elect to make the repairs within a reasonable time, the Lessee shall have the option of terminating the agreement, in writing, without a notice period.

...progress through teamwork...



HURON C O U N T Y

6. **Liability Insurance:** The Lessee shall have in place at its expense, at all times, sufficient liability insurance for the portion of the space it leases from the Lessor. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the Lessee's portion of the premises.

The Lessor shall have in place at its expense, at all times, sufficient liability insurance for the remainder of the premises. Such coverage shall be adequate to protect against liability arising for damage claims through public use of or arising out of accidents in or around the non-Lessee's portion of the premises.

7. **Snow Removal:** The Lessor agrees to ensure snow removal is performed at its own expense as soon as reasonably practical so that access/egress is possible at all times.

8. **Governing Law:** It is agreed that this lease agreement shall be governed by, construed, and enforced in accordance with the laws of the Province of Ontario. It is further agreed that should one of the clauses in this lease agreement be void under the law, the remainder of the lease agreement remains in force.

9. **Entire Agreement:** This lease agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this lease agreement shall not be binding upon either party except to the extent incorporated in this lease agreement.

10. **Modification of Agreement:** Any modification of this lease agreement or additional obligation assumed by either party in connection with this agreement shall be binding only evidenced in written form and signed by an authorized representative of each party.

11. **Notices:** All notices, demands, or other writings that this lease agreement requires to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in Canada Post mail, registered and postage prepaid, and addressed as follows:

To Lessor: The Township of North Huron
 274 Josephine Street
 WINGHAM, ON
 N0G 2W0

To Lessee: The Corporation of the County of Huron
 County Clerk
 One Court House Square
 GODERICH, ON
 N7A 1M2



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12. Time of Essence: It is specifically declared and agreed that time is of the essence of this lease agreement.

In witness, each party to this lease agreement has caused it to be executed on the date indicated below.

Signed the _____ day of _____, 2011 at Goderich, Ontario.

Lessor:
The Township of North Huron

Lessee:
The Corporation of the County of Huron



Gary Long, CAO/Clerk

Barbara Wilson, County Clerk