

By-Law Number 1965

The Corporation of the Town of Essex

By-Law Number 1965

Being a by-law to authorize the execution of a lease assignment between the Town of Essex, Robbie Ross Klie carrying on business as South Shore Fitness and Mike Huston for rentable space within the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario

Whereas the Town is the owner of the property and building located at 243 McAfee Street, Harrow, Ontario

And Whereas Robbie Ross Klie carrying on business as South Shore Fitness is currently the Lessee of designated space at the Harrow and Colchester South Recreation Complex located at 243 McAfee Street but is now desirous to assign their current lease with the Town;

And Whereas Mike Huston is desirous of being the assignee of the designated space in order to operate a fitness and training centre to be known as Huston's training and Fitness Centre;

And Whereas the Town accordingly is desirous of entering into an Assignment of Lease Agreement with the aforementioned parties as noted above;

Now therefore the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. That the Mayor and Clerk are hereby authorized to execute an Assignment of Lease Agreement for Mike Huston to lease space to operate a fitness and training centre to be located in space within the Harrow and Colchester South Recreation Complex located at 243 McAfee Street, Harrow, Ontario, as designated in Appendix "A" to By-Law 1965 a copy of which is attached hereto; and
2. That this by-law shall come into force and take effect upon the final passing thereof.

Read a first, second, and third time and finally passed on November 2, 2020.

Mayor

Clerk

This Agreement made in duplicate this 2nd day of November, 2020

Between

Robbie Ross Klie

Carrying on Business as South Shore Fitness

(the "Assignor")

Huston's Training and Fitness Centre

Represented by Mike Huston

(the "Assignee")

The Corporation of the Town of Essex

(the "Landlord")

Whereas by a lease (the "Lease") made March 21, 2016, the Landlord, as Landlord, leased to the Robbie Klie, certain premises (the "Premises") being approximately 4, 718 square feet of rentable area of the building municipally known as 243 McAfee Street, Harrow, Ontario N0R 1G0, (the "Building") upon the terms and conditions set forth in the Lease;

And whereas by an Assignment dated December, 2013, the Town consented to an Assignment of the Lease from Pauline Van Vaerenberghe to Robbie Klie, the latter of whom is herein referred to as the "Assignor";

And whereas the Lease contains a covenant on the part of the Tenant not to assign, sublet, transfer or part with possession of all or any part of the Premises without the Landlord's prior written approval;

And whereas the Assignor has applied to the Landlord for the Landlord's consent to an assignment of the Lease to the Assignee as of November 1, 2020 (the Assignment");

And whereas the Landlord has agreed to grant its consent to the Assignment, subject to the terms and conditions set out herein;

Now therefore this indenture witnesses that in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties hereto, the parties hereto hereby covenant and agree as follows:

1. The Landlord hereby grants its consent to the Assignment, subject to following the terms and conditions of the current lease;

2. The parties hereto acknowledge that the consent of the Landlord does not constitute a waiver of the necessity for obtaining consent to any further assignment or subletting of or other transfer of the Lease or the Premises, nor shall it be construed or interpreted as a forfeiture or waiver of any of the rights of the Landlord contained in the Lease;
3. By giving its consent, the Landlord does not acknowledge or approve of any of the terms of the Assignment as between the Assignor and the Assignee;
4. The Assignee hereby covenants and agrees with the Landlord that it shall observe, comply with and perform all terms, conditions and covenants in the Lease on the part of the Tenant to be observed and performed, as and when the same are due to be observed or performed by the Tenant pursuant to the terms of the Lease during the balance of the term of the Lease;
5. The Landlord (save and except for any covenants that may survive this lease or which the Assignor failed to observe prior to this assignment), hereby releases the Assignor from all of its covenants in the Lease and from any and all claims, demands, actions, causes of actions, suits, debts, covenants and contracts whatsoever which the Landlord may have, had or otherwise hereafter can, shall or may have for or by reason of or in any way arising out of any cause, matter or thing whatsoever with respect to the Lease or Premises;
6. The Assignor agrees to reimburse the Landlord for all reasonable costs, legal or otherwise, incurred by the Landlord in respect of the Assignment and the Landlord's consent thereto;
7. Each party agrees to make such further assurances as may be reasonably required from time to time by the others to more fully implement the true intent of this Agreement; and
8. This Agreement shall be binding upon, extend to and enure to the benefit of each of the Landlord, the Assignee and the Assignor and to each of their respective legal representatives, heirs, executors, administrators, successors and permitted assigns.

All notices or other documents required or which may be given under the Lease or this Agreement shall be in writing, duly signed by the party giving such notice and transmitted by registered or certified mail or facsimile as follows:

The Corporation of the Town of Essex

33 Talbot Street South

Essex, Ontario N8M 1A8

Telephone: (519) 776-7336

Fax: (519) 776-8811

Huston's Training and Fitness Centre

Represented by Mike Huston

310 Sinasac Street West

Harrow, ON N0R 1G0

Mobile Telephone: (519) 965-7104

mike@thedietiansoffice.com

In Witness Whereof the said parties hereto have duly executed this Agreement.

Signed, Sealed and Delivered in the presence of:

South Shore Fitness

Witness as to signature of

Robbie Klie

Witness as to signature of

Mike Huston

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Essex

Witness as to signature of

Mayor, Larry Snively

Witness as to signature of

Clerk, Robert Auger

We have authority to bind the Corporation

Receipt of Lease Agreement:

I hereby acknowledge receiving a duplicate original copy of the herein of the Assignment of Lease Agreement.

South Shore Fitness

Robbie Klie

I hereby acknowledge receiving a duplicate original copy of the herein of the Assignment of Lease Agreement.

Mike Huston

Appendix “A” – Leased Area

