

The Corporation of the Town of Essex

By-Law Number 2498

Being a by-law to authorize the execution of a lease agreement between the Town of Essex and 1109065 Ontario Ltd. for property to operate two commercial viewing binocular devices in Colchester Park located at 325 Jackson Street, Harrow, Ontario

WHEREAS the Town of Essex is the owner of the property located at 325 Jackson Street, Essex, Ontario, which has land for lease;

AND WHEREAS 1109065 Ontario Ltd. is desirous of leasing space to operate commercial viewing binocular devices in Colchester Park located at 325 Jackson Street, Essex, Ontario;

AND WHEREAS the Town is desirous of entering into a Lease Agreement with 1109065 Ontario Ltd. for leasing property to operate commercial viewing binocular devices as noted above.

NOW THEREFORE be it resolved that 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 a Lease Agreement between The Corporation of the Town of Essex and 1109065 Ontario Ltd. to lease space to operate commercial viewing binocular devices to be located at 325 Jackson Street, Essex, Ontario, as designated in Appendix "A" to By-Law 2498 a copy of which is attached hereto;
2. **That** By-Law Number 2056 and 2267 and all amendments thereto are hereby repealed up the final passage of this By-Law; and
3. **That** this By-Law shall come into full force and effect upon the final passing thereof.

Read a first, second, and third time and finally passed on January 12, 2026.

Mayor

Clerk

Schedule "A" to By-Law Number 2498

THIS LEASE AGREEMENT made this 12th day of January, 2026, (the "**Effective Date**")

BETWEEN:

1109065 ONTARIO LTD.

(the "**Lessee**")

AND

THE CORPORATION OF THE TOWN OF ESSEX

(the "**Lessor**")

WHEREAS Colchester Park, being a park located at 325 Jackson Street, Colchester, contains an area of outdoor space north of the Colchester Beach accessible ramp, consisting of approximately twenty square feet (20 ft²) upon which two (2) commercial viewing devices are located, as circled in green on Appendix "A" attached hereto this Lease Agreement (hereinafter called the "**Premises**"); and

WHEREAS the Lessee is a duly incorporated Ontario corporation desirous of operating the commercial viewing devices located on the Premises; and

WHEREAS subject to the terms of this Lease Agreement, Lessor agrees to lease to Lessee the Premises.

NOW THEREFORE 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 covenant and agree as follows:

- 1. Term.** To have and to hold the Premises for a three (3) year term to be computed from the 12th day of January, 2026, and ending on the 11th day of January, 2029 (the "**Term**"). With mutual agreement, the term can be extended for an additional three years.
- 2. Rent Amount.** Yielding and paying therefore rental as follows:
 - a. The annual rent amount ("**Rent**") for the Term shall be two hundred and twelve dollars and fifty cents (\$212.50) plus applicable HST, payable annually, with the first payment made on the date of this Lease Agreement and continuing annually thereafter on the anniversary date of this Lease Agreement for the duration of the Term.
 - b. In the event that any payments required to be made by the Lessee hereunder are not paid when due then interest at the rate of one and a quarter (1.25%) percent per month from the date when such overdue amounts were due to the date when such overdue amounts are paid shall accrue and due and payable as additional rent.
- 3. Renewal Term.** Provided that the Lessee has not been in default during the Term, and it is at that time agreeable to the Lessor, Lessee shall have an option to extend the term of this Lease for an additional three (3) year period (the "**Renewal Term**") upon providing notice in writing to the Lessor ninety (90) days prior to the end of the Term, with such renewal to begin upon the expiration of the Term.
- 4. Renewal Term Rent.** During the Renewal Term, the rental amount thereafter shall be the Rent adjusted annually to account for fluctuations in the Consumer Price Index (CPI).

- 5. Maintenance.** That the Lessee assumes the entire responsibility for the condition, operation, maintenance and management of the Premises and the Lessor shall have no responsibility whatsoever for same or for damage to the Lessee's property and contents located in and upon the Premises under any circumstances whatsoever.
- 6. Liability Insurance.** That the Lessee shall throughout the term of this Lease, at its own expense, keep in force for the benefit of the Lessor and Lessee, comprehensive general liability insurance in respect of injury to or death of one or more persons or property damage with limits of not less than Two Million Dollars (\$2,000,000) per occurrence covering the Premises described herein. The Corporation of the Town of Essex shall be named as an additional insured in the policy of insurance and the policy shall contain a cross liability and a separation clause. Such policy of insurance shall not be changed, cancelled, or allowed to lapse without providing the Lessor with thirty (30) days' notice in writing. The Lessee shall provide a Certificate of Insurance for such comprehensive liability insurance upon entering into this Lease, and each year thereafter on the anniversary of this Lease Agreement.
- 7. Fire Insurance.** That the Lessee shall throughout the term of this Lease, at its own expense, keep in force insurance against loss or damage by fire on any equipment, inventory and supplies owned by the Lessee and maintained on Premises.
- 8. Indemnity.** That the Lessee will indemnify the Lessor and save the Lessor harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and damage to property arising from or out of any occurrence in, upon or at the Premises or any part thereof, or occasioned wholly or in part by any act or omission of the Lessee, or the Lessee's agents, contractors, employees, servants, licensees, invitees or the Lessor.
- 9. Lessee Improvements.** That the Lessee shall not make any alterations, additions, or improvements to the Premises without first submitting the plans and specifications, (including materials to be used) thereof to the Lessor and without first obtaining approval in writing from the Lessor, such approval may not be unreasonably withheld. Any such approved improvements shall be at the sole cost and expense of Lessee.
- 10. Termination at Right.** The Lessor shall have the right to terminate this Lease at any time during the Term for reason of any default by the Lessee under this Lease, such default being a failure to pay Rent when due or a failure by Lessee to perform its covenants or any other of its obligations under this Lease and such default has not been remedied within five (5) days written notice to Lessee by Lessor of such default.
- 11. Surplus Termination.** Lessor shall have the right to terminate this Lease at any time during the Term as a result of the Lessor declaring the Premises surplus or determining another use for the Premises, upon providing at least ninety (90) days notice in writing to the Lessee.
- 12. Lessee Covenants.** The Lessee hereby covenants and/or warrants to the Lessor as follows:

 - a. To pay the Rent when due and payable;
 - b. To pay all costs associated with the reasonable operation of the Premises;
 - c. At the Lessee's sole expense, repair, maintain, and keep the Premises and every part or portion thereof, in good, substantial repair and condition;
 - d. Not to assign or sublet the Premises without the written consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld, and the Lessee shall pay the Lessor's reasonable expenses incurred therewith;

- e. Not to carry on upon the Premises any activities that may be deemed a nuisance or unlawful or by which the insurance on the Premises will be increased, and further not to carry on any other business or activities other than the normal operations approved within this Lease without the written consent of the Lessor, such consent not to be arbitrarily or unreasonably withheld; and
- f. To leave the Premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

13. Enurement. This Agreement shall be binding upon, extend to and enure to the benefit of each of the Lessor and the Lessee, and to each of their respective legal representatives, heirs, executors, administrators, successors and permitted assigns.

14. Counterparts. This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document. Delivery of an executed counterpart of this Lease with a facsimile signature or electronic transmission shall have the same binding effect as delivery of an executed original.

15. Law and Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Essex County with respect to any matter arising under or related to this Agreement.

16. Notices. 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:

Lessor:	The Corporation of the Town of Essex 33 Talbot Street South, Essex, Ontario, N8M 1A8 Telephone: 519-776-7336
Lessee:	1109065 Ontario Ltd. 175 King Street West, Unit 4 Harrow, ON N0R 1G0 Telephone: 519-995-5353 or 519-322-9010 Email: office@ogpizza.ca

-Remainder of page intentionally left blank. Signature blocks to follow-

IN WITNESS WHEREOF the said parties hereto have duly executed this Agreement.

Signed, Sealed, and Delivered in the presence of:

1109065 Ontario Ltd.

Sergio Braga
I have authority to bind the Corporation

The Corporation of the Town of Essex

Sherry Bondy, Mayor

Joseph Malandrucolo, Clerk
We have authority to bind the Corporation

Appendix "A"

Premises (green circle area)

