

THE CORPORATION OF THE TOWN OF KINGSVILLE

BY-LAW 16 - 2009

*Being a by-law for The Corporation of the Town of
Kingsville to enter into an Agreement to
Amend/Extend a Rental Agreement with
981392 Ontario Limited o/a Patterson Taxi*

WHEREAS the Council of The Corporation of the Town of Kingsville deems it expedient for the Mayor and Clerk to enter into an Agreement to Amend/Extend a Rental Agreement with 981392 Ontario Limited o/a Patterson Taxi.

NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE TOWN OF KINGSVILLE ENACTS AS FOLLOWS:

1. **THAT** the Municipality enters into and executes the Agreement to Amend/Extend a Rental Agreement with 981392 Ontario Limited o/a Patterson Taxi, shown as Schedule "A" attached to this by-law.
3. **THAT** the Mayor and Clerk are hereby authorized and directed to execute the Agreement to Amend/Extend a Rental Agreement hereto attached as Schedule "A" on behalf of The Corporation of the Town of Kingsville.
4. **THAT** this by-law shall come into force and effect upon third reading and being finally passed.

READ a FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 13th day of July, 2009.



MAYOR, Nelson Santos



CLERK, Linda Burling

SCANNED
DATE: 7/12/2009
SIGN: 

AGREEMENT TO AMEND/EXTEND A RENTAL AGREEMENT

B E T W E E N:

**981392 Ontario Limited o/a Patterson Taxi
(hereinafter called the "Tenant")**

-and-

**The Corporation of the Town of Kingsville
(hereinafter called the "Landlord")**

WHEREAS the Tenant entered into a Rental Agreement with Delmor Holdings (Windsor) Limited to rent the premises known municipally as 20 Chestnut Street, Kingsville, Ontario, for a term of five (5) years commencing January 1st, 2007;

AND WHEREAS the Landlord purchased 20 Chestnut Street, Kingsville, Ontario from Delmor Holdings (Windsor) Limited;

AND WHEREAS Delmor Holdings (Windsor) Limited assigned its interest in the Rental Agreement between it and the Tenant to the Landlord;

AND WHEREAS the Landlord wishes to demolish the building located at 20 Chestnut Street, Kingsville, Ontario to construct a municipal parking lot;

AND WHEREAS the Tenant has agreed to relocate its operations to 37 Walnut Street, Kingsville, Ontario which is also owned by the Landlord (the "Rental Premises") as soon as possible after July 3, 2009;

AND WHEREAS the parties have agreed to amend and extend the terms of the Rental Agreement between the Tenant and Delmor Holdings (Windsor) Limited which Rental Agreement is attached hereto and shown as Schedule "A";

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term of the Rental Agreement shall be extended until December 31, 2015.
2. The Tenant shall continue paying rent to the Landlord in the amount of Five Hundred (\$500.00) Dollars per month until December 31, 2012.
3. The monthly rent shall increase to Six Hundred (\$600.00) Dollars commencing January 1, 2013 and continuing until December 31, 2015.
4. In addition to the monthly rent, the Tenant shall be responsible for paying the following expenses pertaining to the Rental Premises: all utilities and municipal taxes and maintenance and repairs to the interior of the Rental Premises including, but not limited to, the heating and cooling unit, hot water tank and any other appliances.
5. The Tenant shall also be responsible to keep the Rental Premises in a good state of cleanliness and to remove any refuse and to cut the grass in accordance with the municipal Property Standards By-law.
6. The Tenant shall provide the Landlord with proof of public liability insurance and tenant's insurance coverage satisfactory to the Landlord which insurance shall name the Town as an additional insured.

7. The Tenant agrees to vacate 20 Chestnut Street, Kingsville, Ontario and relocate its operations to 37 Walnut Street, Kingsville, Ontario no later than the 31st day of August, 2009 on the understanding that the Landlord will be demolishing the building located at 20 Chestnut Street.
8. The Landlord shall be responsible for maintaining the roof and outside exterior walls and for providing snow removal when the public parking lots are being cleared.
9. The Landlord shall provide the Tenant with five (5) designated paved angled parking spaces as shown on the sketch - Option One – Parking Layout with Land Acquisition attached hereto and shown as Schedule “B”. The Tenant agrees that it shall use Walnut Street for ingress to and Chestnut Street for egress from the Rental Premises.
10. Provided that the Tenant is not in default of any of its obligations under the terms of the Rental Agreement or the Agreement to Amend/Extend the Rental Agreement, the Landlord agrees to grant to the Tenant, an option to renew for an additional term of two (2) years on the same terms and conditions as contained in the Rental Agreement as amended, save and except for the monthly rent which shall be the subject of further negotiations between the parties. In order to exercise the said option to renew, at least six (6) months prior to the expiry of the extended term, the Tenant must deliver to the Landlord written notice that the option to renew is being exercised, failing which the said option to renew shall be null and void.

11. The provisions of this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
 12. This Agreement shall be governed by the Laws of the Province of Ontario.
 13. If any portion of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid portion(s) shall be severed from the remainder of this Agreement.
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IN WITNESS WHEREOF the parties have duly executed this Agreement this 13th day of July, 2009.

**981392 Ontario Limited
o/a Patterson Taxi**

Per: 

**I have authority to bind
the Corporation.**

**The Corporation of the Town
of Kingsville**

Per: 

Nelson Santos, Mayor

Per: 

Linda Burling, Clerk

Rental Agreement

Between;

981392 Ontario Limited O/A Patterson Taxi
Hereinafter called the Tenant

-and-

Delmor Holdings (Windsor) Limited
Hereinafter called the Landlord

The Tenant hereby agrees to rent from the Landlord a building located at 20 Chestnut Street, Kingsville Ontario for a term of Five (5) years commencing January 1, 2007 and ending December 31, 2012.

The Tenant agrees to pay to the Landlord a rent of Four Hundred and Fifty Dollars (\$450) per month on the first day of each month for the first two years of the term, then a rent of Five Hundred Dollars (\$500) per month on the first day of each month for the balance of this agreement.

The Tenant hereby agrees that he is taking the property in as is condition, save and except that the Landlord warrants that the heating, plumbing and electrical is in good working order at the time of the Tenant taking possession of the property.


It is agreed that the Tenant shall be entitled to take possession of the premises December 1, 2006 free of rent except for utilities (hydro, gas and water), which the Tenant agrees to immediately arrange to have transferred into his name.


The Tenant agrees pay all utilities including gas, hydro and water servicing the property.

The Tenant agrees to provide the Landlord with proof of liability insurance insuring the Tenants business at the property.

The Tenant agrees to make all repairs to the property and keep the property in a good state of cleanliness including refuse removal, snow removal and grass cutting.

The Landlord agrees to be responsible to maintain the roof, outside walls and make any major repairs or replacements, which may be required as determined in the Landlord's discretion.


I have authority to bind the corporation
981392 Ontario Limited O/A Patterson Taxi (Tenant) 200-25-06
49 Princess St., Leamington, ON, N8H 2Y3


I have authority to bind the corporation
Delmor Holdings (Windsor) Limited (Landlord)
764 North Talbot Rd, R.R.#3 Essex, ON, N8M 2X7 Nov 25/06

SCHEDULE "B"

OPTION 1 - PARKING LAYOUT WITH LAND ACQUISITION



