

TOWN OF GRIMSBY



160 LIVINGSTON AVENUE
P.O. BOX 159
GRIMSBY, ONTARIO, L3M 4G3

TELEPHONE: 945-9634
FAX 945-5010

Office of
DIRECTOR OF PUBLIC WORKS
R. LEROUX, P.ENG.

PLEASE REFER TO FILE NO.

August 20, 1991

5014-11.700

Town of Pelham
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0

**Attention: Mr. Murray Hackett
Clerk/Administrator**

Dear Sir:

Re: Tenancy Agreement.

Enclosed are the Tenancy Agreements between the four Municipalities and Mr. & Mrs. Lumsden.

Please have the agreements signed and the corporate seal placed over the signatures, and then return the agreements to me.

Yours truly,

S. Mucciarelli

S. Mucciarelli, B. Sc.
Waste Management Co-ordinator

SM:jh

Enclosures

THIS OCCUPANCY AGREEMENT made on August 19 , 1991,

B E T W E E N :

THE CORPORATION OF THE TOWN OF GRIMSBY, and

THE CORPORATION OF THE TOWN OF LINCOLN, and

THE CORPORATION OF THE TOWN OF PELHAM, and

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

(hereinafter referred to collectively as the "Owner")

- and -

LAWRENCE THEODORE LUMSDEN and

JOYCE ELAINE LUMSDEN

(hereinafter referred to as the "Occupants")

WHEREAS:

- (1) By Agreement dated June 6th, 1988, the Owner agreed to purchase from the Occupants certain lands and premises within the Township of West Lincoln as more particularly described in Schedule "A" attached hereto. Those lands and premises are hereinafter referred to as the "subject property";
- (2) On or about August 30th, 1990 the Owner obtained title to the subject property pursuant to the Agreement referred to in paragraph 1 above. Subject to certain terms and conditions as set out in that Agreement, the Occupants were permitted to continue to occupy the subject property until on or before August 31st, 1991;
- (3) The Occupants have requested that the Owner grant to them the right to continue to occupy the subject property until June 30th, 1992 on the same terms and conditions as set out in the Agreement referred to in paragraph 1 above.

NOW THEREFORE:

- (4) In consideration of the Occupants' covenants herein, the Owner hereby extends the Occupants' right to occupy the subject property from August 31st, 1991 up to and including June 30th, 1992 (date of vacant possession) after which time the Occupants will deliver vacant possession of the subject property to the Owner.

- (5) The Occupants hereby covenant to continue to pay the cost of all utilities servicing the property and to maintain the property, normal wear and tear excepted, during the extended period of their occupancy as provided for in this Agreement.
- (6) The Occupants and the Owner hereby covenant that they will perform and observe their covenants, provisoes and conditions as contained in the Agreement between the parties dated June 6th, 1988, as referred to above, insofar as they relate to the continued occupation of the subject property by the Occupants subsequent to August 30th, 1990, as fully as if they were repeated herein with such modifications only as necessary to make them applicable to this Agreement.
- (7) Included amongst the covenants, provisoes and conditions as referred to in paragraph 6 above are the following:
- (a) that the Owner shall continue to withhold the sum of \$10,000.00 from the purchase monies which shall be paid to the Occupants on the date of vacant possession;
- (b) that the Owner has the right to unlimited access to the subject property, together with the right to enter upon the subject property, on the terms and for the purposes expressly stated in the Agreement between the parties dated June 6th, 1988;
- (c) that the Owner shall pay the property taxes and insurance regarding the subject property.
- (8) By this Agreement the Occupants give the Owner notice that they are giving up possession of the subject property on June 30th, 1992. However, such notice shall not prohibit the Occupants from electing to vacate at any time prior to June 30th, 1992 if they so choose provided that they give the Owner written notice thirty (30) days in advance of the date upon which they choose to vacate the subject property.

DATED AT GRIMSBY, ONTARIO

ON AUGUST 19 , 1991.

W. R.

Joyce J. Lumsden
Occupant

J. J. Lumsden
Occupant

THE CORPORATION OF THE TOWN OF GRIMSBY
Per:

M. B. Anderson
Mayor

Kathryn J. Vaut
~~Administrator~~ DEPUTY CLERK

THE CORPORATION OF THE TOWN OF LINCOLN

Per:

Ray A. Kimble
Mayor

[Signature]
Clerk

THE CORPORATION OF THE TOWN OF PELHAM

Per:

Indell Collins
Mayor

[Signature]
Clerk/Administrator

THE CORPORATION OF THE TOWNSHIP OF
WEST LINCOLN

Per:

Ken Parham
Mayor

[Signature]
Administrator

SCHEDULE "A"

Part of Lot 6, Concession 7, formerly in the Township of South Grimsby, now in the Township of West Lincoln, Regional Municipality of Niagara and more particularly described as Part 3 on Reference Plan 30R-5223.

THIS OCCUPANCY AGREEMENT made on August 19 , 1991,

B E T W E E N :

THE CORPORATION OF THE TOWN OF GRIMSBY, and

THE CORPORATION OF THE TOWN OF LINCOLN, and

THE CORPORATION OF THE TOWN OF PELHAM, and

THE CORPORATION OF THE TOWNSHIP OF WEST LINCOLN

(hereinafter referred to collectively as the "Owner")

- and -

LAWRENCE THEODORE LUMSDEN and

JOYCE ELAINE LUMSDEN

(hereinafter referred to as the "Occupants")

WHEREAS:

- (1) By Agreement dated June 6th, 1988, the Owner agreed to purchase from the Occupants certain lands and premises within the Township of West Lincoln as more particularly described in Schedule "A" attached hereto. Those lands and premises are hereinafter referred to as the "subject property";
- (2) On or about August 30th, 1990 the Owner obtained title to the subject property pursuant to the Agreement referred to in paragraph 1 above. Subject to certain terms and conditions as set out in that Agreement, the Occupants were permitted to continue to occupy the subject property until on or before August 31st, 1991;
- (3) The Occupants have requested that the Owner grant to them the right to continue to occupy the subject property until June 30th, 1992 on the same terms and conditions as set out in the Agreement referred to in paragraph 1 above.

NOW THEREFORE:

- (4) In consideration of the Occupants' covenants herein, the Owner hereby extends the Occupants' right to occupy the subject property from August 31st, 1991 up to and including June 30th, 1992 (date of vacant possession) after which time the Occupants will deliver vacant possession of the subject property to the Owner.