



Public Works
Canada
Ontario Region

Travaux publics
Canada
Région de l'Ontario

HER MAJESTY THE QUEEN

IN RIGHT OF CANADA

— AND —

THE CORPORATION OF THE TOWN OF PELHAM

Reference No. — *No de référence*

610988

DPW File No. — *Nº du dossier MTP*

5220-F11/3-1

Description

LEASE

Lessor: The Corporation of the
Town of Pelham

Re: Postal Kiosk Site
Town of Pelham, Regional
Municipality of Niagara
Province of Ontario
(Spruceside Crescent)

Notes

CHECKED AND CERTIFIED CORRECT

S. W. CSAMER
PROPERTY AGENT
EASEMENTS AND UTILITIES
REAL ESTATE DIVISION

THIS INDENTURE made in quadruplicate this First (1st) day of November, 1991.

BETWEEN: THE CORPORATION OF THE TOWN OF PELHAM, in the Province of Ontario, hereinafter called the "Lessor"

- and -

HER MAJESTY THE QUEEN, in right of Canada, as represented by the Minister of Public Works, as Agents for Canada Post Corporation hereinafter called the "Lessee":

WHEREAS the Lessor is the registered owner of the land shown on the Plan attached hereto as Schedule "A", situate in the Town of Pelham, in the Regional Municipality of Niagara, in the Province of Ontario.

AND WHEREAS the Lessee has installed a Postal Kiosk on the aforesaid land having a dimension of approximately 5.11 metres by 4.50 metres in the location shown outlined in red on the attached Schedule "A".

AND WHEREAS the Lessor agrees to lease the land on which the said Postal Kiosk is located to the Lessee for a period of 3 years commencing on the First (1st) day of January, 1992, and terminating on the Thirty-first (31st) day of December, 1994.

The lessee hereby agrees to pay to the Lessor for the term hereby created the sum of One Dollar receipt of which is hereby acknowledged.

The Lessor agrees to permit the Lessee:

The right of free access at all times to and from the said Postal Kiosk.

The right to lay hydro cables to the Kiosk in the area outlined in green on the aforesaid Schedule "A".

All wiring is to be installed underground, and to be in accordance with Hydro Electric Power Corporation standards.

The Lessee agrees to remove the installation on the termination of this agreement and restore the land to its original state.

The Lease shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

This Lease may not be assigned without the written consent of the Minister.

No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

The lease price shall be exclusive of any goods and services tax payable under the Excise Tax Act which the Lessee will be liable for and hereby covenants and agrees to pay upon the conveyance a transfer of the property.

EXECUTED IN THE PRESENCE OF:

Incl Collins

Mary Hackett

per:

for

PER:

CHRIS MALTAS
REGIONAL MANAGER
CONTRACT POLICY & ADMINISTRATION
PUBLIC WORKS CANADA
ONTARIO REGION

SEE SA

WOODSTREAM

BLOCK "F"

CRESCENT

CRESCENT

SPRUCESIDE

KIOSK SITE

PART 2
PLAN 59R-792
THIS ROAD CLOSED BY ORDER
NO 154-72 INST. 15-1-72
DEED BY M.C.L. 2-1-72

BLOCK "B"
PART 3
PLAN 59R-792
LOT 1
CONCESSION 9

PART 4
PLAN 59R-792
ROAD ALLOWANCE BETWEEN LOTS
103 & 104 CLOSED BY BY-LAW NO 154-72
INST. 15-1-72 DEED BY M.C.L. 2-1-72

SCHEDULE "A" ATTACHED TO AND
FORMING PART OF AGREEMENT DATED
1ST. APRIL 1981 BETWEEN THE
CORPORATION OF THE TOWN OF PELHAM
AND HER MAJESTY THE QUEEN.

ES Bergenstein
27 May 1981

