

This Indenture

made (in duplicate) the 17th day of J u l y
one thousand nine hundred and seventy-two

In Pursuance of the Short Forms of Leases Act.

Between

TELEPHONE CITY GRAVEL COMPANY
LIMITED, a company incorporated
under the laws of the Province
of Ontario and having its head
office at Brantford, Ontario,

hereinafter called the LESSOR, of the FIRST PART
and

THE CORPORATION OF THE TOWN
OF PELHAM

hereinafter called the LESSEE, of the SECOND PART

Witnesseth that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee, the Lessor DOTH demise and lease unto the Lessee, his executors, administrators and assigns,

ALL that certain parcel or tract of land and premises situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara (formerly the Township of Pelham) and being composed of part of Lot 9, Concession 7, more particularly described as follows: Commencing at a point on the west limit of said lot 322^{feet}/north of the south-west angle of the said lot; thence easterly parallel to the southerly limit of the said lot 680- feet to a point; thence northerly parallel to the west limit of the said lot 250 feet to a point; thence westerly parallel to the southerly limit of the said lot 660 feet to a point on the west limit of the said lot; thence southerly along the west limit of the said lot 250 feet to the place of beginning.

To Have and To Hold the said demised premises for and during the term of

-----TWENTY (20)-----

years, to be computed from the first day of January, 1973
one thousand nine hundred and seventy-three and thenceforth next ensuing and fully
to be completed and ended December 31, 1992.

Holding and Paying therefor yearly and every year during the said term unto the said
Lessor, his heirs, executors, administrators or assigns, the sum of ONE-----

----- Dollars
of lawful money of Canada; ~~XX~~
~~XXXXXX~~

~~XX~~
~~XX~~
~~XX~~

The Said Lessor hereby covenants and agrees with the said Lessor, that in consideration of the premises, and of the leasing and letting by the said Lessor to the said Lessee of the lands and premises above named for the term hereby created (and it is upon that express understanding that these presents are entered into), that notwithstanding anything contained in Section 29 of Chapter two hundred and six of the Revised Statutes of Ontario, 1960, or in any other section of the said Act, or in any other Statute which may hereafter be passed to take the place of said Act or to amend the same, that none of the goods or chattels of the said Lessee at any time during the continuance of the term hereby created, on said demised premises, shall be exempt from levy in distress for rent in arrear by said Lessee as provided for by section or sections of the said Act above named, or in any amendment or amendments thereto, and that upon any claim being made for such exemption by said Lessee or in distress being made by the said Lessor this covenant and agreement may be pleaded as an estoppel against said Lessee in any action brought to test the right to the levying upon any such goods as are named as exempted in said Section or Sections or amendment or amendments thereto, said Lessee waiving as he hereby does all and every benefit that could or might have accrued to him under and by virtue of the said Section or Sections of said Act, or any amendment or amendments thereto, but for the above Covenant.

The said Lessee COVENANTS with the said Lessor to pay rent.

And to pay taxes, except for local improvements.

And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

And not to cut down timber.

And to keep up fences.

And that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

And will not assign or sub-let without leave.

~~And will not carry on any business that shall be deemed a nuisance on said premises~~

And that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

Provided, that the Lessee may remove his fixtures.

Provided, that in event of fire, lightning or tempest, rent shall cease until the premises are rebuilt.

And Also, that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current month's rent, and the next succeeding three month's rent shall immediately become due and payable and the said term shall immediately become forfeited and void, and in such case it shall be lawful for the Lessor at any time thereafter, into and upon the said demised premises or any part thereof, in the name of the whole to re-enter, and the same to have again, re-possess and enjoy, as of his former estate; anything herein contained to the contrary notwithstanding.

Proviso for re-entry by the said Lessor on non-payment of rent or non-performance of covenants.

The said Lessor COVENANTS with the said Lessee for quiet enjoyment.

PROVIDED it is understood and agreed between the parties that the leased lands herein are to be used as a dump site for the Corporation of the Town of Pelham but only for the disposal of materials which cannot be taken to the Grimsby disposal site. The said Lessee covenants and agrees to maintain the exterior of the site in a neat and safe condition and to landscape the area from time to time in such manner as may be necessary to conform with the rehabilitation of adjoining lands by the Lessor.

The said Lessee further covenants and agrees to provide access to the leased lands for all persons entitled to use the same.

And it is further agreed by and between the parties hereto that wherever the singular and masculine are used throughout this Lease the same shall be so construed as if the plural or the feminine had been used where the context or the party or parties hereto so require, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes thereby rendered necessary had been made.

In Witness Whereof, the said parties hereto have hereunto ~~XXXXXXXXXXXX~~ affixed their corporate seals by the hands of their proper officers in that behalf.

Signed, Sealed and Delivered

In the presence of

TELEPHONE CITY GRAVEL COMPANY LIMITED
per

THE CORPORATION OF THE TOWN OF PELHAM
per

J. Campbell
Mayor

Insert
County, Dis-
trict, Regional
Municipality
etc. and name
of same.

I/WE

of the

of

Strike out words and parts not applicable and initial.

1. I was of the full age of twenty-one years;

2. And that

who also executed the within instrument

of the full age of twenty-one years

3. I was legally married to the person named therein as my wife/husband;

4. I was unmarried/divorced/widower.

SWORN before me at the

of

in the

of

this day of 19

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided, "I am Attorney for _____ (State name) _____, one of the parties named therein and he/she was of the full age of twenty-one years, at the time of execution of the power of attorney."