

PONGRAY and CAPLAN
Barristers and Solicitors

THOMAS S. PONGRAY, B. ENG., M.B.A., LL.B.
FREDERICK CAPLAN, B.A., LL.B.

Telephone 688-9407

RECEIVED

NOV - 6 1981

13 Wellington Street
St. Catharines, Ontario
P.O. Box 430, L2R 6V9

November 4th, 1981

Corporation of the
Town of Pelham
P. O. Box 400
Pelham Municipal Building
Fonthill, Ontario
L0S 1E0

ATTENTION: Mr. Murray Hackett,
Clerk-Co-ordinator

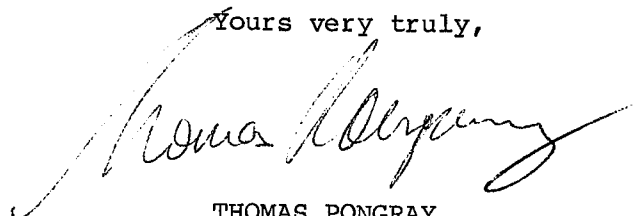
Dear Sirs:

RE: Lease of Davis Hall to Kinsmen
Club of Fonthill

I now enclose a fully executed lease between the Town
and the Kinsmen for the lease of Davis Hall for a ten year term.

I trust that you will find this in order.

Yours very truly,



THOMAS PONGRAY

TP:vs
Encls.

TOWN OF PELHAM REFERRED TO:	
MAYOR	<input type="checkbox"/>
COUNCIL	<input type="checkbox"/>
P. W. & U.	<input type="checkbox"/>
P. & D.	<input type="checkbox"/>
FINANCE	<input type="checkbox"/>
STAFF	<input type="checkbox"/>
OTHER <i>Recreation</i>	<input type="checkbox"/>

THIS INDENTURE made (in duplicate the 24th., day of March, one thousand nine hundred and eighty-one.

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT, THE LANDLORD AND TENANT ACT and amendments.

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM,
Hereinafter called the "Lessor"

of the FIRST PART:

KINSMEN CLUB OF FONTHILL,
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, its successors and assigns, all that messuage or tenement situate, lying and being in the Town of Pelham in the Regional Municipality of Niagara, formerly in the Village of Fonthill, in the County of Welland and Province of Ontario, and being composed of part of Block "R" as shown on a compiled plan of the said Village registered as Plan No. 25 and being more particularly described in Schedule "A" attached hereto.

TO HAVE AND TO HOLD the said demised premises for and during the term of ten (10) years to be computed from the 1st day of July, one thousand nine hundred and eighty-one and from thenceforth next ensuing and fully to be complete and ended the 31st day of June, year nineteen thousand nine hundred and ninety-one.

YIELDING AND PAYING therefor yearly and every year during the said term unto the Lessor his heirs, executors, administrators, or assigns, the sum of ONE ----- (\$1.00) ----- DOLLAR
(of lawful money of Canada)

The Lessor covenants with the said Lessee:

1. To place fire insurance on all buildings on the property, with the sums to be determined by Council, of the Town of Pelham;
2. To provide at its own cost, the necessary sanitary sewer lateral connection to the sewer system;
3. To provide normal snow plowing services to the main hall on the demised premises;
4. To maintain the driveway into the demised premises and the parking lot to reasonable standards;
5. To approve any renovations to the building or property or any construction on the land by the Lessee provided such renovations or construction are reasonable and improve the value of the demised premises.
6. To permit the Lessee to sublet or grant licenses for the use of all or part of the demised premises subject to the terms and conditions herein;

7. To permit the Lessee to remove its fixtures, if such removal may be and is done without injury to the said premises;
8. For quiet enjoyment.

The Lessee covenants with the Lessor:

1. To pay all costs of any necessary renovations to put the building in a satisfactory state of repair for use by the Lessee and private individuals at large;
2. To pay all hydro, heating, telephone and water bills, as well as any tax bills generated by the imposition of special area and/or local improvement charges;
3. To provide the necessary liability insurance, in order to protect the Lessor from any claims that may arise, and further agrees to deposit a copy of the policy with the Clerk of the Town of Pelham;
4. To carry content insurance sufficient to cover the contents in the ownership of the Lessee;
5. To submit plans for any renovations to the buildings or property or for any construction on the land for approval by the Lessor;
6. To permit the Lessor the use of the demised premises for community service projects, the dates and times of such use to be subject to agreement by the parties, and subject to compensation to the Lessee for its proportionate carrying and maintenance costs;
7. To permit the Lessor the use of the demised premises as polling stations for municipal elections, at no cost to the Lessor;
8. To keep the premises in an ordinary state of cleanliness, and to repair damage caused by its willful or negligent conduct or that of persons permitted on the premises by him;
9. To repair reasonable wear and tear and damage by fire, lightning, and tempest only excepted;
10. Not to assign or sublet the herein lease without the consent of the Lessor, such consent not to be unreasonable withheld. The Lessee covenants to pay the Lessor's reasonable expenses incurred providing the aforesaid consent.

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

IT IS agreed between the parties hereto that every covenant, proviso and agreement herein contained shall enure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns, and that all covenants herein contained shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

IN WITNESS WHEREOF the Party of the Second Part hereunto set its hand and seal and the Town has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk.

SIGNED, SEALED AND DELIVERED)

- in the presence of -)

THE CORPORATION OF THE TOWN OF PELHAM

E.S. Bergenstein
MAYOR

Murray Hackett
CLERK

KINSMEN CLUB OF FONTHILL

James W. Center
PRESIDENT

S C H E D U L E " A "

ALL AND SINGULAR 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 in the Village of Fonthill, in the County of Welland and Province of Ontario, and being composed of part of Block "R" as shown on a compiled plan of the said Village registered as Plan No. 25 and being more particularly described by C. J. Clarke, O.L.S. as follows:

COMMENCING at a round iron bar, heretofore planted in the westerly limit of the said Block "R" at the northwesterly angle of subdivision lot No. 35 according to registered plan No. 26 for the said Village; THENCE north 89 degrees 15 minutes east along the northerly limit of the said Plan No. 26, 435.25 feet to a round iron bar planted at the place of beginning of the parcel to be described; THENCE north 0 degrees 57 minutes west along a fence line 273.5 feet to a round iron bar; THENCE south 83 degrees 39 minutes east along a fence line 62.27 feet to an iron stake planted at an angle therein; THENCE north 87 degrees 51 minutes east along the said fence line 57.80 feet to an iron stake planted at an angle therein; THENCE south 88 degrees 16 minutes 30 seconds east along the said fence line 149.3 feet to a round iron bar; THENCE south 0 degrees 57 minutes east 85.63 feet; THENCE south 7 degrees 44 minutes west along the production of, and along the westerly limit of the lands heretofore conveyed to one Angus G. Tibbitts, a distance of 177.19 feet to an iron stake planted at the northwesterly angle of Subdivision lot No. 8 according to registered Plan No. 28 for the said Village; THENCE westerly along the northerly limits of registered plans Nos. 28 and 26 a distance of 241.95 feet more or less to the place of beginning.

AND CONTAINING by admeasurement an area of 3.173 acres be the same more or less.

TOGETHER WITH A RIGHT OF WAY over and along that part of the said Block "R" described as follows:

COMMENCING at the round iron bar planted in the westerly limit of the said Block "R" at the northwesterly angle of subdivision lot No. 35 according to registered plan No. 26 for the said Village; THENCE north 89 degrees 15 minutes east along the northerly limit of the said plan 435.25 feet to a round iron bar; THENCE north 0 degrees 57 minutes west 25 feet; THENCE south 89 degrees 15 minutes west 435.25 feet to a round iron bar planted in the westerly limit of Block "R"; THENCE southerly along the said westerly limit 25 feet to the place of beginning.

But excluding the wading pool and the play area surrounding the wading pool.