

Bill No. 115
2021

By-law No. S.-_____ -_____

A by-law to permit 2745787 Ontario Inc. to maintain and use a boulevard parking area upon the road allowance for 316 Horton Street East, City of London.

WHEREAS 2745787 Ontario Inc. (the "Owners") represents that they are the registered owners of certain lands and premises in the City of London, in the County of Middlesex, known municipally as 316 Horton Street East, in the said City of London, County of Middlesex, and which are more particularly described in the boulevard parking agreement attached hereto as Schedule "A" (the "said lands");

AND WHEREAS the Owners 2745787 Ontario Inc., have petitioned the Municipal Council of The Corporation of the City of London for permission to use a portion of the City-owned road allowance which abuts the said lands as a boulevard parking area (the "said parking area") for the purpose of parking motor vehicles;

AND WHEREAS the Municipal Council of The Corporation of the City of London has approved the entering into of a Boulevard Parking Agreement (the "said Agreement") with the Owners relating to the use of the said parking area;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The said Agreement attached hereto as Schedule "A" of this by-law is authorized and approved.
2. The Mayor and the City Clerk are authorized and directed to execute the attached Agreement on behalf of The Corporation of the City of London and to cause the seal of the Corporation to be affixed thereon.
3. Nothing in this by-law limits the covenants and agreements between the parties to the said Agreement.
4. This by-law comes into force and effect on the day it is passed.

PASSED in open Council on March 23, 2021.

Ed Holder
Mayor

Catharine Saunders
City Clerk

First Reading – March 23, 2021
Second Reading – March 23, 2021
Third Reading – March 23, 2021

Schedule "A"

THIS AGREEMENT made in duplicate this day of

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

hereinafter called "the City" OF THE FIRST PART;

- and -

2745787 ONTARIO INC

hereinafter called "the Lessee" OF THE SECOND PART;

WHEREAS by Section 11 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, the City is authorized and empowered to pass by-laws and to lease the untravelled portions of certain highways;

AND WHEREAS the Lessee has applied to the City for permission to use, for the purpose of parking motor vehicles, the land and premises, hereinafter called "the leased premises", as shown on the site plan which is attached to and forms part of this agreement, being an untravelled portion of highway adjacent to **316 Horton Street East** in the City of London, upon the terms and conditions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants herein contained, the parties hereto covenant and agree each with the other as follows:

1. The City leases to the Lessee the leased premises for the term of five years from and including the **26th day of February, 2021** until and including the **25th day of February, 2026** provided the parking arrangement on the leased premises is constructed and maintained in accordance with the attached site plan.
2. The Lessee shall pay in advance to the City, at the commencement of the said term and thereafter on the anniversary date thereof during the said term, the sum of **\$219.97** per year (plus applicable taxes). Failure of the Lessee to pay such sum to the City within thirty (30) days following the due date(s) as herein defined shall immediately terminate this agreement and render it null and void.
3. The Lessee shall also pay all applicable realty and/or business taxes, including HST where applicable, assessed against the leased premises on or before the City of London tax installment due date(s). Failure of the Lessee to pay such taxes to the City within thirty (30) days following such due date(s) shall immediately terminate this agreement and render it null and void.
4. Prior to the commencement of any construction on or use of the leased premises, the Lessee shall contact the City Engineer for approval to ensure that all construction and works in conjunction with the said Plan shall be in accordance with the specifications of the City Engineer.
5. The conditions hereby imposed and the works to be carried out on the leased premises are to be completed within ninety (90) days from the date of this agreement, weather permitting, or by such other date as may be specified by the City Engineer, otherwise the agreement is to be null and void.
6. The Lessee shall at his own expense maintain during the said term the leased premises in accordance with the said Plan and shall make no alteration or additions to the parking arrangement on the leased premises without the approval of the City.

Schedule "A"

7. The Lessee covenants:

- (a) to use the leased premises solely for the purpose of parking motor vehicles and on the understanding that, in residential areas, parking must be in conjunction with a residential use;
- (b) to remove from the leased premises, upon receiving written notice from the City, any inoperable, unserviceable or incapacitated motor vehicles;
- (c) not to permit nor to undertake the repair or servicing of motor vehicles on the leased premises;
- (d) to keep the leased premises free from dust, papers and rubbish of any kind;
- (e) to use the leased premises in a proper and orderly manner and not to permit anything to be done upon the leased premises which is in violation of any by-law of the City in force during the said term or which may create a nuisance or be objectionable, provided however that the orderly parking of motor vehicles shall not be deemed to be a nuisance or to be objectionable;
- (f) not to use the parking area to accommodate a vehicle with dimensions in excess of the following:
 - 6.0 m length
 - 2.5 m width
 - 2.5 m height

or to accommodate any other vehicle which is deemed by City Council to be unacceptable; and

- (g) not to use the parking area for the storage of materials.

8. The Lessee shall not assign or sublet without the consent in writing of the City.

9. The Lessee shall, at all times, indemnify and save harmless the City of and from all loss, costs and damages which the City may suffer, be at or be put to, for or by reason or on account of any matter or thing which may occur, be done or arise by reason of the use of the leased premises or of any other property of the City to gain ingress to or egress from the leased premises or anything which may be done thereon or which may be neglected to be done thereon by the Lessee, his agents, servants, or others for whom the Licencee is in law responsible.

10. If at any time after the date of Council's approval the City shall require possession of all or part of the leased premises, the City may terminate this agreement upon giving the Lessee sixty (60) days' notice in writing and such notice having been given, this agreement and all of the conditions, covenants and provisos herein shall cease and determine on the day set out in the said notice, and rent shall be rebated prorata.

11. The City shall retain the right to adjust the rental rate on six (6) months written notice to the Lessee.

12. The Lessee agrees, in the event the City increases the annual rental fee, to pay the increased fee or, at his option, to request cancellation of the Agreement.

13. On the expiration of the said term or on the termination of this agreement for any reason, the Lessee shall, within ninety (90) days there from, weather permitting, remove the parking arrangement and any works associated therewith or forming part of it from the leased premises, and shall restore the boulevard to grass including the construction of curbs to prevent ingress to or egress from the leased premises at his own expense and all to the satisfaction of the City Engineer, or alternatively, shall at

Schedule "A"

his own expense, restore the leased premises in a manner and to a condition satisfactory to the City Engineer.

14. Notwithstanding anything contained herein, the City shall have the right of free, uninterrupted and unobstructed access at all times to the leased premises for the purpose of installing and maintaining services and utilities and the City shall only be liable to restore the leased premises to the approximate condition in which it existed at the time of each and every entry upon the leased premises.
15. Wherever the singular and masculine are used throughout this agreement they shall be construed as meaning the plural, neuter, or the feminine where the context of the parties hereunto so required, and the Lessee, its heirs, executors, administrators, successors and assigns, are and shall be bound by the covenants herein and all covenants herein shall be construed as both joint and several.
16. It is the responsibility of the applicant to ensure that there are no encroachments onto adjacent properties.

IN WITNESSETH WHEREOF the Lessee has hereunto set his hand and seal, or caused to be affixed its corporate seal duly attested by the hands of its proper signing officers, as the case may be, and

2745787 ONTARIO INC

I/We have the authority to bind the Corporation

per:

Signature(s)

Name(s) (Please print)

Title(s) (Please print)

THE CORPORATION OF THE CITY OF LONDON

Ed Holder, Mayor

Catharine Saunders, City Clerk

316 Horton Street East
Site Plan

