

**THIS LEASE** made this \_\_\_ day of \_\_\_\_\_, 2024 effective as of \_\_\_\_\_

**BETWEEN:**

**TOWN OF AMHERST**, a body corporate,  
(herein called the “Lessor”)

OF THE ONE PART

- and –

**Kevin Nelson of the County of Cumberland**, Province of Nova Scotia  
(herein after called the “Lessee”)

OF THE OTHER PART

**WITNESSETH THAT:**

1. In this Lease,
  - (a) The “Lessor’s Lands” means the lands of the Lessor situate at 12 Havelock Street, Amherst, Cumberland County, Province of Nova Scotia (PID No. 25028713);
  - (b) “Demised Premises” means the lot of land forming part of the Lessor’s lands known as PD 25028713, 12 Havelock Street, Amherst, County of Cumberland, Nova Scotia, and more particularly shown in Schedule “A” to this Lease;
  - (c) “Lessor” means Town of Amherst, a body corporate;
  - (d) “Lessee” means Kevin Nelson, owner of 10 Havelock Street, successors, assigns, servants, agents, licensees, workmen, contractors and guests;

**DEMISE**

2. In consideration of the rents hereby reserved and the covenants herein contained, the Lessor hereby leases to the Lessee the Demised Premises, for a term of five (5) years beginning February 1, 2024 and ending January 31, 2029 and upon agreement of both parties renewable for two five-year terms thereafter, for the following purposes:
  - (a) A six (6) foot wide walkway on the Demised Premises from the sidewalk on Ratchford Street to the side of the building located at 10 Havelock Street, the purpose of said walkway being to allow employees and patrons access to the said building.
  - (b) A ground sign in compliance with the Amherst Land Use Bylaw and no greater than eight (8) square feet in area located within ten (10) feet of said walkway to be used for the sole purpose of advertising the business located at 2 Ratchford Street, a tenant of the Lessee.

## **RENT**

3. The Lessee shall pay to the Lessor as rent the sum of One Hundred and Twenty-Three Dollars (\$123) per year plus applicable Harmonized Sales Tax, payable yearly in advance from the date upon which the lease term commences.

The rent for any additional five year term shall be adjusted upward (but not downward) in an amount proportionate to the increase, if any, of the value of the Demised Premises as established by the "Consumer Price Index" published by Statistics Canada and compounded annually as appropriate.

## **LESSOR'S COVENANTS**

4. The Lessor covenants with the Lessee as follows:
  - (a) The Lessor has good and marketable title to the Demised Premises and full and absolute right to lease the Demised Premises and so long as the Lessee is not in default of any of the terms of this Lease, the Lessee shall have the right to utilize the Demised Premises for employee and customer access to the building located at 10 Havelock Street;
  - (b) The Lessee may terminate this Agreement upon three (3) months' written notice given by the Lessee to the Lessor, provided however any rent paid in advance to the Lessor shall not be refundable to the Lessee;
  - (c) The Lessee may not sub-lease any portion of the land or sign to another party without written consent of the Lessor. Such consent may cause a change in the amount of rent paid by the Lessee to the Lessor.

## **LESSEE'S COVENANTS**

5. The Lessee covenants with the Lessor as follows:
  - (a) The Lessee shall indemnify and save harmless the Lessor from and against all or any actions, claims or demands that may be lawfully brought against the Lessor by reason of anything done by the Lessee, its agents or contractors or anything placed on the Demised Premises by the Lessee its agents or contractors;
  - (b) Upon expiry or earlier termination of this Lease, and within three months thereafter, the Lessee shall remove the walkway and restore the Demised Premises to its original condition.

- (c) The Lessee will promptly discharge any Mechanics Liens filed against the Demised Premises with respect to work done for the benefit of or at the request of the Lessee, provided that the Lessee may in good faith contest any lien in a court or tribunal having jurisdiction and, further provided that the entry into this Lease by the Lessor shall not constitute a consent by the Lessor under the *Builders' Lien Act*, R.S.N.S., 1989, c. 277 in respect of Section 8(2) of the *Act*.
- (d) The Lessee will make good any damage to the Lessor's Lands resulting from installation of and subsequent maintenance to the Walkway and related equipment.
- (e) The Lessee will, in its occupancy of the Demised Premises, comply with all laws, regulations and rulings of any government or governmental organization having lawful jurisdiction.
- (f) The Lessee shall not have exclusive rights over the Demised Premises and for further clarity, members of the public utilizing the park located at 12 Havelock Street shall have the right to cross the walkway in their utilization of the said park.
- (g) The Lessee shall not install any obstruction, fence, barrier or other device which will obstruct the full utilization of the park located at 12 Havelock Street.
- (h) The Lessor may terminate this Agreement upon three (3) months' written notice given by the Lessor to the Lessee.

#### **FOREFEITURE AND RE-ENTRY**

- 6. If the Lessee should be in default of any of the terms of this Lease and if the Lessee should fail to cure such default within thirty (30) days after the Lessor gives the Lessee written notice of such default or if the Lessee shall become bankrupt or make a general assignment for the benefit of its creditors, then the Lessor may enter upon the Demised Premises and every part thereof and thence forth this Lease shall be void; provided, however, if the default by the Lessee can only be cured by the performance of labour or the furnishing of materials and if such labour cannot easily be completed or such materials reasonably obtained and utilized within thirty (30) days, such default shall not be deemed to continue if the Lessee proceeds promptly with such work as may be necessary to cure the default and continues diligently to complete the same. The Lessee shall thereupon remove all its fixtures in accordance with Article 5 of this Lease.

#### **ARBITRATION**

- 7. Any unresolved disputes between the parties arising out of this Lease shall be resolved by arbitration between the parties by reference to a single arbitrator subject to the provisions of the *Commercial Arbitration Act* of Nova Scotia.

#### **NOTICES**

8. Any notice in writing which either party may give to the other with regard to any matter or thing in this Lease may be validly given by mailing the same by prepaid registered post addressed, if intended for the Lessor, to:

Town of Amherst  
 98 Victoria Street  
 PO Box 516  
 Amherst NS B4H 4A1

Attention: Jason MacDonald, MCIP, LPP, Chief Administrative Officer

And, if intended for the Lessee, to:

Kevin Nelson  
 745 Green Road, RR2  
 Amherst, NS B4H 3X9

**SUCCESSORS AND ASSIGNS**

9. This Lease shall enure to the benefit of and be binding upon the Lessor, their heirs, executors, administrators, successors and assigns, the owners from time to time of the Lessor's Lands and upon the Lessee and its successors and assigns, the holders from time to time of the Lessee's leasehold interest in the Demised Premises.

**IN WITNESS WHEREOF** the Parties have duly executed these presents the day and year first above mentioned.

**SIGNED, SEALED AND DELIVERED** )

In the presence of: )

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 Witness

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 Witness

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**TOWN OF AMHERST**

Per: \_\_\_\_\_  
 Mayor David Kogon, MD

Per: \_\_\_\_\_  
 CAO Jason MacDonald, MCIP, LPP

**KEVIN NELSON**

Per: \_\_\_\_\_

**SCHEDULE 'A'**

