

THIS LEASE made this ____ day of _____ , 2018.

B E T W E E N:

xxxxxxx of Amherst, at Amherst in the County of
Cumberland, Province of Nova Scotia, hereinafter called “**the
Landlord**”,

- and -

TOWN OF AMHERST, a municipal corporation in the said
County of Cumberland, hereinafter called “**the Tenant**”,

WHEREAS the Landlord is the registered owner of certain lands known as the
LaPlanche Street parking lot, being PID Number xxxxxxxx, (the “**Leased Lands**”) as more
particularly set out in Schedule “A” hereto;

AND WHEREAS the Tenant wishes to lease the Leased Lands for use of the parking
lot situate thereon for the purpose of providing public parking;

NOW THEREFORE in consideration of the mutual covenants herein contained, the
Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the
Leased Lands on the following terms and conditions:

1. The term of the lease shall be for a period of ten years, commencing on the date of execution of this lease, and ending on the tenth anniversary thereof.
2. Either party may terminate this lease on ninety days’ written notice delivered to the other party as herein provided.
3. The Tenant shall pay to the Landlord the sum of \$1.00 as rent for the Term of the Lease, the receipt and sufficiency of which is hereby acknowledged by the Landlord.
4. During the Term of the Lease the Tenant shall have exclusive use of the Leased Lands, which shall be used by the Tenant as a public parking lot and for such other uses as the Tenant may deem appropriate from time to time.
5. During the Term the Tenant, at its own expense, and at its sole discretion, may make any alterations to the Leased Lands that it may deem necessary and/or beneficial, including but not limited to landscaping, erection of signs, informational displays and holiday lighting and displays. Upon the termination of the Lease the Tenant may, in its sole discretion, remove any personal property or fixtures it installed on Leased Lands, at its sole expense. Any personal property or fixtures remaining on the Leased Lands after the termination of the Lease shall become the property of the Landlord.
6. During the Term of the Lease the Tenant shall be responsible for the upkeep (maintenance and capital in nature) of the Leased Lands. The Tenant covenants to maintain the Leased Lands at reasonable commercial standards for public parking lots. The maintenance and capital expenditures shall be carried out by the Tenant at the Tenant’s expense and at the Tenant’s sole discretion, provided reasonable commercial standards are maintained.
7. The Tenant shall be responsible for keeping the Leased Lands clear of debris, and to remove snow and ice from the Leased Lands in accordance with the standards established by the Tenant’s Department of Operational Services.
8. The Landlord covenants that during the Term of this Lease, the Tenant shall have quiet enjoyment of the Leased Lands and the Landlord shall not interfere with the right of the public to use the Leased Lands.

9. The Tenant shall maintain its own public liability insurance for the Leased Lands and its use thereof.
10. This agreement is not assignable by the Tenant. The Landlord may assign this Lease to its successor in title.
11. Any notice required or contemplated by any provision of this Lease shall be sufficiently given if addressed, in the case of the Landlord, to it at:

PO Box 637
Amherst, NS B4H 4B8

And in the case of the Tenant, to it at:

98 East Victoria Street
Amherst, NS B4H 1X6

Attention: Deputy CAO Operations of the Town of Amherst.

and delivered personally or mailed by prepared registered mail. Such a notice shall be deemed to have been received on the date of delivery.

12. This Lease shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns, as the case may be.
13. This Lease may be executed in several counterparts and by way of facsimile executed copies, each of which when so executed shall be deemed to be an original and which counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear date as of the date written in the beginning of this Lease.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED)	
)	
In the Presence of :)	xxxxxxxxxxxxxxxx
)	
)	
)	
_____)	Per: _____
)	Name:
)	Position:
)	
)	TOWN OF AMHERST
)	
)	
)	_____
)	Mayor
)	
)	
_____)	_____
)	Chief Administrative Officer

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND

ON THIS ____ day of _____, 20 ____, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that Trinity St. Stephen’s Church, one of the parties hereto, caused the foregoing Lease to be signed, sealed and delivered in _____ presence by its duly authorized officer.

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND

ON THIS ____ day of _____, 20 ____, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing Lease, who, having been by me duly sworn, made oath and said that the Town of Amherst, one of the parties hereto, caused the foregoing Lease to be sealed and delivered by the Mayor and Chief Administrative Officer in _____ presence.

A Commissioner of the Supreme Court of Nova Scotia