

AGREEMENT made in duplicate this 1st day of  
May, 1959.

By-Law no 1092

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT.

BETWEEN:

THE CORPORATION OF THE VILLAGE  
OF COBDEN, hereinafter called  
"the Village"

OF THE FIRST PART

AND

THE CANADIAN LEGION, BRANCH NO. 550,  
of the said Village of Cobden in the  
County of Renfrew, acting in and  
through its duly qualified officers  
who hold office from time to time,  
hereinafter called "the Legion"

OF THE SECOND PART

WHEREAS the Village owns certain lands in the said  
Village of Cobden and it is proposed that a new building be  
constructed thereon for community purposes;

AND WHEREAS it is further proposed that the Legion  
shall undertake a campaign to raise funds towards the  
construction of the said building, and in return for such  
effort the Legion be granted certain rights and privileges  
in and with respect to the said building when constructed.

AND WHEREAS the parties now desire to enter into  
certain arrangements and make such agreements as shall be  
necessary and required following completion of said construction.

NOW THIS AGREEMENT WITNESSETH that in consideration  
of the premises and the mutual covenants, promises and agree-  
ments hereinafter made and contained the parties hereto agree  
as follows:-

1. The Legion shall immediately organize and carry forward  
a campaign to canvass donations towards a fund to be known as

"the Cobden and District Memorial Hall Fund." Said fund shall be under the jurisdiction of the Council of the Village and the Clerk-Treasurer of the Village shall be the treasurer thereof.

2. The Legion hereby agrees with the Village and undertakes to raise for such fund the sum of Five Thousand dollars (\$5,000) by such campaign, and upon the objective being attained, the provisions and covenants on the part of the Village to be performed hereunder, shall be binding upon the said Village and shall be performed forthwith. All funds collected by such effort of the Legion in excess of the said Five Thousand Dollars (\$5,000) shall be deemed a contribution by the Legion towards the fund.

3. The Village at its own expense and on the initiative of its Council, using the above fund and all moneys collected and received from any source whatsoever for such purpose, shall commence construction in the Spring or early summer of the year 1959 (provided the said objective of the Legion shall have been attained) a community hall, to be known and designated as "The Cobden and District Memorial Hall", in accordance with building plans now prepared and agreed upon, and bring said construction to completion by the 1st day of September 1960. As provided on said plans, a room herein referred to as a "<sup>LEGION</sup>~~common~~ room" shall be incorporated in the said building with its own private toilet facilities, private access to and from the street, and its own separate meters for water, electricity, gas and other services. The erection of the <sup>LEGION</sup>~~common~~ room and the installation of the said services and the finishing of the interior of the said <sup>LEGION</sup>~~common~~ room and facilities as to woodwork and painting shall be part of the overall costs of the said building and shall be paid by the Village. The installation

of drapes and any other matter therein shall be done on the initiative, at the discretion and at the expense of the Legion. All future installations, additions and alterations in the <sup>LEGION</sup> common room and the facilities serving same shall be at the discretion and expense of the Legion.

4. Upon the said building being completed the following lease arrangements shall immediately take effect:

The Village, as Landlord, doth hereby demise and lease unto the Legion, as tenant, the said <sup>LEGION</sup> common room with said access, appurtenances and privileges belonging thereto for a period commencing with the completion of the said building and ending with the lifetime of the building, or until the Charter of the Legion shall be revoked, suspended or surrendered, or until the Legion shall cease to function as an active body for a period of twenty-four consecutive months, whichever date shall be the earlier, at and for an annual rental of One Hundred and fifty dollars (\$150.00), payable, not in advance, on the 31st day of December, 1960 and the 31st day of December in each year thereafter, PROVIDED that with respect to rental for the first year, the same shall be proportioned by the fraction that the number of days left in the calender year from the date the Village declares the said <sup>LEGION</sup> common room ready for occupancy is of 365.

Provided, the Legion shall heat the said <sup>LEGION</sup> common room and appurtenances at its own expense, shall pay the rent reserved, and all rates and charges for water, electricity, sewer, gas or any other service now or at any time hereafter brought upon or connected to the said <sup>LEGION</sup> common room.

Provided the Legion shall not assign, sub-let, lease or part with the possession or control of the said <sup>LEGION</sup> common

room and appurtenances, either temporarily or permanently, without consent of the Village being first had and obtained in writing, and such consent, notwithstanding any law or statute to the contrary, may be arbitrarily refused.

Provided that if the common room and facilities or any part thereof shall at any time be destroyed by fire, windstorm or like catastrophe, or the said room and facilities, or any part of the building be so damaged as to render the said room unfit for occupation or use, then the rent hereby reserved or a fair proportion thereof, according to the nature and extent of the damage sustained, shall, until the said room and facilities, or other part or parts of the building, shall have been rebuilt or restored and the room and facilities made fit for occupation and use, be suspended and cease to be payable, and provided further that if the damage from fire, windstorm or like catastrophe shall be so extensive as to demolish the said building, then the Village shall pay to the Legion ten percent (10%) of the insurance proceeds received and this agreement shall be at an end.

Provided the Legion shall not so use the <sup>LEGION</sup> common room or facilities therewith in such a manner as to constitute a nuisance for persons using other parts of the building or otherwise, and will not carry on such affairs or act in such manner as shall render other parts of the building less desirable for public use, or cause the cost of insurance to be increased, provided nothing herein shall forbid the legal use by the Legion of alcoholic beverages in the said <sup>LEGION</sup> common room.

5. The Village covenants with the Legion that it will keep the whole of the said building fully insured against fire, wind-storm and like catastrophe at all times and will carry full public liability for the protection of the Legion and its members against any claim arising from defects in the building or the negligence of any person for whom the Village or the Legion may be responsible, provided that nothing herein shall obligate the Village to carry protection for persons or property, when such persons or property shall be in or upon the said <sup>LEGION</sup> common room and the facilities pertaining thereto including the entrance and access between the said room and the street. With a respect to all other parts of the building and the whole of the structure, including walls, foundations, roofs, the Village shall have full control and responsibility.

6. So long as the Legion shall continue to function as an active body, the Village hereby agrees with the Legion to the following:

(a) The Legion shall have the exclusive use of the whole of the said building and premises appertaining on November 11th and two additional days in each year, excepting the Council Chamber and Municipal Offices therein, and provided that with respect to the said additional days, arrangements shall have been made at least two weeks prior to the day appointed, all without charge.

(b) On a prearranged schedule the Legion shall have the exclusive use of the appropriate room for a shooting range on one evening in each week, without charge.

(c) The grounds at the rear of the building shall be available to the Legion at reasonable times in each year for bazaars, carnivals, auctions and similar projects, without charge.

(d) If and when the Legion shall wish to rent other parts of the building, the rent charged shall be equal to the lowest rate charged to any other organization for similar purposes within the period of two years ending on that date, provided that hereunder the Legion shall not be deemed to have option on such space ahead of any other organization.

IN WITNESS WHEREOF the Village has hereunto attached its corporate Seal under the hands of its Reeve and Clerk, duly authorized on that behalf for itself and its successors and assigns, and the Legion has hereunto attached the name of all its members, from time to time, under the hands of its President and Secretary, the duly appointed agents of all persons holding membership in the Legion, authorized and instructed to bind the said Legion Branch and its membership to this Agreement.

SIGNED, SEALED and DELIVERED  
in the presence of

*L. B. Cooke*  
*George A. Wallace*

*H. B. McInerney*  
*Reeve.*  
*Milton Sumner*  
*Clerk.*

DATED: May 1st, 1959.

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THE CORPORATION OF THE  
VILLAGE OF COBDEN

- and -

THE CANADIAN LEGION  
BRANCH NO. 550

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AGREEMENT

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A. A. McNab,  
Barrister &c.,  
Renfrew - Ontario.

BY-LAW # 1092

A by-law to approve agreement between the Village  
of Cobden and the Cobden Branch of the Canadian Legion  
#550 re. use of Cobden and District Memorial Hall.

BE IT ENACTED AND IT IS HEREBY ENACTED:

That the Council of the Village of Cobden  
approve and accept the terms of the agreement with  
the Cobden Branch of the Canadian Legion #550 as  
submitted by Mr. A.A. McNab.

First Reading September ~~September~~ June 1, 1959  
Second " " Sept 14, 1959  
Third " " Sept 14, 1959 and passed.

N. B. McFeyor  
Reeve

Milton Lumsden  
Clerk