

**Schedule A to By-law No. 2021-98**

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**THIS LEASE** made the first day of January, 2022

IN PURSUANCE OF THE SHORT FORMS OF LEASES ACT

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF MINTO**  
hereinafter called the "**LESSOR**"  
**OF THE FIRST PART**

-and-

**MINTO-MAPLETON FAMILY HEALTH TEAM**  
hereinafter called the "**LESSEE**"  
**OF THE SECOND PART**

**WITNESSETH** that in consideration of the rents, covenants and agreement hereafter reserved and contained on the part of the said "**LESSEE**", to be paid, observed and performed, the said "**LESSOR**" has demised and leased and by these presents doth demise and lease unto the said "**LESSEE**".

**ALL THOSE CERTAIN PREMISES** known and described as the Clifford Medical Centre, a portion of the building containing an area deemed to be 1,688 sq. ft., at Lots 46 to 48, designated as PART 1 on Reference Plan 61R-9974, municipally known as 7 Brown Street North, located in the former Village of Clifford, the Town of Minto, in the County of Wellington.

**TERM**

**TO HAVE AND TO HOLD** the said demised premises for and during the term of five (5) years to be computed from the first day of January, 2016 and from thenceforth ensuing and to be fully completed and ended on the thirty-first day of December, 2020.

**RENTAL**

**YIELDING AND PAYING THEREFORE** unto the said "**LESSOR**", THE SUM OF \$20,700.00 plus applicable HST. All annual rental sums are payable, unto the said "**LESSOR**", in monthly installments each in advance on the first day of the month each and every year during the said term.

**REPAIRS AND RENOVATIONS**

The "**LESSOR**" agrees that all major repairs to the plumbing and electrical systems, furnace, insulation, roof, windows, outside painting and pointing, and structural repairs both interior and exterior, shall be its responsibility. The "**LESSOR**" agrees that regular maintenance of the HVAC units including filter changes, annual maintenance and scheduled maintenance, improvements to the ventilation system; maintenance and repair of flooring; shall be its responsibility.

The "**LESSEE**" agrees that it will leave the premises in a good state of repair (reasonable wear and tear and damage by fire, lightning and tempest excepted).

The "**LESSEE**" for its part, agrees to pay for all internal renovations and repairs of a minor nature.

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#### EXTERIOR MAINTENANCE

The "LESSOR" hereby covenants to pay for exterior maintenance including grass-cutting and removal of snow in the parking lot.

#### BUILDING SECURITY

The "LESSOR" hereby covenants to pay for security monitoring services.

#### CUSTODIAL SERVICES

The "LESSOR" hereby covenants to pay for custodial services for the described premises to be billed on a cost recovery basis each month to the "LESSEE".

#### UTILITIES

The "LESSEE" hereby covenants to pay for all charges for electrical energy, water & wastewater and natural gas used in the described premises with a annual minimum amount of \$10,000 with a final reconciliation payment due March 31st.

#### TELEPHONE AND INTERNET

The "LESSEE" hereby covenants to pay for all charges for telephone and internet service.

#### INSURANCE

The "LESSEE" hereby covenants to be responsible for fire and theft insurance upon contents owned by the "LESSEE" and shall maintain public liability insurance. **THE LESSEE** agrees to indemnify the "LESSOR" and save it harmless from any claims made against the "LESSOR" arising from personal injuries suffered by anyone at 7 Brown Street North, in the former Village of Clifford, in defending any such claims. The "LESSEE" further agrees to advise its insurance company of the existence of the indemnity agreement. In the event of fire, lightning or tempest, causing destruction of the property at 7 Brown Street North, in the former Village of Clifford, rent shall cease until the premises are rebuilt, if it is desirable by the "LESSEE" to provide a replacement premises.

#### USE OF BUILDING

The "LESSEE" hereby covenants not to carry on or permit to be carried on by any person a business or profession other than that which is operated by the "LESSEE" with "LESSOR'S" written approval.

#### NOTICE OF ACCIDENT

The "LESSEE" shall give the "LESSOR" prompt written notice of any accident or other defect in water pipes, gas pipes, or heating apparatus, electric, or other wires on any part of the premises.

#### TERMINATION

The "LESSEE" shall give the "LESSOR" not less than two month's notice in writing of its intention to terminate this Agreement. The "LESSEE" agrees to remedy any default hereunder of which the "LESSOR" has given written notice within thirty (30) days, failure to remedy any default then the "LESSOR" may terminate this Agreement and obtain vacant possession of the premises upon the expiration of a further thirty (30) days written notice.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this the 21<sup>st</sup> day of December, 2021.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

	)	<b>MINTO-MAPLETON FAMILY HEALTH TEAM</b>
	)	
	)	
	)	
_____	)	_____
	)	<b>DR. CHRISTINE PETERKIN</b>
	)	
	)	
	)	
Witness's Signature	)	_____
	)	<b>SHIRLEY BORGES</b>
	)	
	)	
	)	
SEAL	)	
	)	
	)	_____
	)	<b>MAYOR – George Bridge</b>
	)	
	)	
	)	_____
	)	<b>CLERK – Annilene McRobb</b>