

The Corporation of the Town of Essex
By-Law Number 2424

Being a by-law to authorize an amendment to a
lease agreement between the Town of Essex and
the Harrow Health Centre Incorporated for office
space at the McGregor Community Centre
located at 9571 Walker Road, McGregor, Ontario

WHEREAS the Town is the owner of the building located at 9571 Walker Road, McGregor, Ontario and has leased space in the building to Harrow Health Centre Incorporated; and

AND WHEREAS Harrow Health Centre Incorporated and the Town of Essex are desirous of amending the current lease for the space.

NOW THEREFORE be it resolved that the Council of The Corporation of the Town of Essex hereby enacts as follows:

1. **That** the Mayor and the Clerk are hereby authorized to sign a lease amending agreement between The Corporation of the Town of Essex and Harrow Health Centre Incorporated for the leased office space located at the McGregor Community Centre located at 9571 Walker Road, McGregor, Ontario, a copy of which is attached hereto as Schedule "A".
2. **That** This By-Law is read a first, second, and third time and shall take full force and effect upon the final reading hereof on March 3, 2025.

Read a first, a second time and a third time and finally passed on March 3, 2025.

Mayor

Clerk

LEASE AMENDING AGREEMENT

THIS AGREEMENT is dated the 3rd day of March, 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF ESSEX

(the "**Lessor**")

- and -

THE HARROW HEALTH CENTRE INCORPORATED

(the "**Lessee**")

WHEREAS:

- A.** Lessor and Lessee entered into a lease agreement dated May 15, 2017 (the "**Lease Agreement**"), attached hereto as Schedule 'A'; and
- B.** The parties wish to amend the Lease Agreement as of the date first set out above.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the payment by each of the parties to the other of one (\$1.00) dollar to each other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. AMENDMENTS TO LEASE AGREEMENT

- 1.1 Amendments. The Lease Agreement is amended by adding the following sixth (6th) item to the Lessor covenants on page 4 of the Lease Agreement:

"6. Where availability allows it, the Lessor will provide to the Lessee two (2) one (1) hour time slots per week to use the community room at the McGregor Community Centre for the Lessee's sessional recreational programming. The booking of such time slots is to be coordinated with the Lessor, based on availability, and may be amended from time to time prior to each session or with reasonable notice in extraordinary circumstances. The Lessee will be responsible for all setup, takedown, and cleanliness of the community room during such time slots."

2. INTERPRETATION

- 2.1 Terminology. All words and expressions defined in the Lease Agreement shall have the same meanings when used herein with all amendments necessary to give effect thereto. Any terms used herein and not specifically defined herein shall have the meaning set forth in the Lease Agreement. Where the two agreements conflict, the definitions contained herein shall govern.
- 2.2 Number and Gender. All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require, and the verb agreeing with the required word and pronoun.

2.3 Headings. The Section, Subsection and Paragraph headings are not to be considered part of this agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and are not to be considered in the interpretation of this agreement.

SECTION 3 – GENERAL

3.1 Confirmation. The parties hereby confirm that all other terms, conditions and covenants contained in the Lease Agreement remain in full force and effect save as amended by this agreement.

3.2 Applicable Law. This agreement shall be interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable therein. Should any dispute of any kind arise in connection with this agreement, including but not restricting the generality of the foregoing, any question in respect of the interpretation, validity, termination or non-termination of this agreement or any renewal thereof, the parties agree to submit to the jurisdiction of the courts of the Province of Ontario exclusively.

3.3 Entire Agreement. Subject to the terms of the Lease Agreement, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and its execution has not been induced by nor do any of the parties hereto rely upon or regard as material any representation or writings whatsoever not incorporated herein and made a part hereof and this agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of or between the parties pertaining to the subject matter hereof.

3.4 Schedules. The following Schedules are incorporated in and form part of this agreement:

Schedule A to By-Law Number 1605 being the Lease Agreement.

3.5 Successors and Assigns. This agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

3.6 Severability. The provisions of this agreement are severable and the invalidity of any provision of this agreement shall not affect the validity of any other provision contained in this agreement.

3.7 Further Assurances. The parties shall sign such further agreements, assurances, papers and documents and generally do and perform or cause to be done and performed such further and other acts and things that may be necessary or desirable from time to time in order to give full effect to this agreement and every part hereof.

3.8 Counterparts. This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document. Any signature to this agreement by facsimile or other electronic means shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set out above:

THE CORPORATION OF THE TOWN OF ESSEX

By: _____

Name: Sherry Bondy

Title: Mayor

By: _____

Name: Joe Malandruccolo

Title: Clerk

We have authority to bind the corporation.

**THE HARROW HEALTH CENTRE
INCORPORATED**

By: _____

Name: Elise Harding-Davis

I have authority to bind the corporation.