

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2024-43

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE DEPUTY CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND BETHELL HOSPICE. (Lease Assignment Agreement – Edelbrock Centre)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and Bethell Hospice, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 10<sup>th</sup> day of October, 2024.

Original signed by:

\_\_\_\_\_  
Darren White, Warden

Original signed by:

\_\_\_\_\_  
Michelle Dunne, Clerk



**LEASE ASSIGNMENT AGREEMENT**

**(the “Agreement”)**

THIS AGREEMENT made this 1st\_ day of October, 2024.

**B E T W E E N:**

**HOSPICE DUFFERIN**

(hereinafter called the “Assignor”)

OF THE FIRST PART

– and –

**BETHELL HOSPICE**

(hereinafter called the “Assignee”)

OF THE SECOND PART

– and –

**CORPORATION OF THE COUNTY OF DUFFERIN**

(hereinafter called the “Landlord”)

OF THE THIRD PART

**WHEREAS** By a lease (the “Lease”) dated the 1<sup>st</sup> day of April, 2023, made between the Landlord and Hospice Dufferin as tenant (the “Original Tenant”), and the Landlord as landlord, the Landlord leased for a term of five (5) years commencing on the 1<sup>st</sup> day of April 2013 and expiring on the 31<sup>st</sup> day of March, 2028 (the “Term”), certain premises consisting of approximately 2153 square feet (the “Leased Premises”) in the W & M Edelbrock Centre (the “Centre”) located at 30 Centre Street in the Town of Orangeville in the Province of Ontario;

**AND WHEREAS** the Assignor has requested from the Landlord consent to assign the Lease to the Assignee, subject to and upon the terms and conditions herein set out;

**AND WHEREAS** the Assignor has agreed to continue to be bound to the terms, covenants and conditions of the Lease and to remain jointly and severally liable on the Lease.

**NOW THEREFORE** in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1. Recitals**

The parties hereto hereby acknowledge, confirm and agree that the foregoing recitals are true in substance and fact.

**2. Assignment**

Subject to the approval of the voluntary integration between the Assignor and Assignee by Ontario Health concerning the notice made by both parties under paragraph 35(3)(a) of the *Connecting Care Act, 2010*, the Assignor hereby transfers, sets over and assigns unto the Assignee as of and from

October 1, 2024 (the “**Effective Date**”), the Lease and all privileges and appurtenances thereto belonging, together with the unexpired residue of the Term.

### **3. Assignor’s Covenants**

The Assignor covenants and agrees with the Assignee and Landlord that:

- (a) Despite any act of the Assignor, the Lease is a good, valid and subsisting Lease and the Rent thereby reserved has been or will be duly paid up to and including October 1, 2024, and the covenants and conditions therein contained have been and shall continue to be duly observed and performed by the Assignor up to the same date.
- (b) The Assignor has good right, full power and absolute authority to assign the Lease in the manner aforesaid, according to the true intent and meaning of this Agreement, free and clear of all liens, mortgages, charges and encumbrances of any kind whatsoever.
- (c) Subject to the payment of Rent and to the observance and performance of the terms covenants and conditions contained in the Lease on the part of the Tenant therein to be observed and performed, the Assignee may enter into, upon, hold and enjoy the Leased Premises for the residue of the Term granted by the Lease for its own use and benefit without any interruption by the Assignor or by any person whomsoever claiming through or under the Assignor.
- (d) The Assignor will, from time to time hereafter, at the request and cost of the Assignee, promptly execute such further assurances of the Leased Premises as the Assignee reasonably requires.

### **4. Assignee’s Covenants**

The Assignee covenants with the Assignor and Landlord that it will at all times during the balance of the Term of the Lease, pay the Rent commencing on November 1, 2024, and observe and perform the terms, covenants and conditions contained in the Lease respectively reserved and contained on the part of the Tenant therein to be observed and performed.

The Assignee acknowledges that it has received a copy of the executed Lease and is familiar with the terms, covenants and conditions contained therein.

### **5. Confirmation**

The Parties hereto do in all other respects hereby confirm that the Lease is in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that, unless otherwise defined, all terms and expressions when used in this Agreement have the same meanings as they have in the Lease.

### **6. Counterparts**

This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

## **7. Binding Effect**

This Agreement shall enure to the benefit of the Landlord and its successors and assigns, and shall be binding upon each of the other Parties hereto, and each of their heirs, executors, administrators and permitted assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written, by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf or by setting their respective hands and seals in their personal capacity, as the case may be.

[Signatures on the following page]

Assignor:

**HOSPICE DUFFERIN**

Per: Originally signed by:  
\_\_\_\_\_  
Maureen Riedler, Executive Director  
*I have authority to bind the corporation.*

Assignee:

**BETHELL HOSPICE**

Per: Originally signed by:  
\_\_\_\_\_  
Margaret Paan, Executive Director  
*I have authority to bind the corporation.*

The Landlord hereby consents to the within assignment.

Landlord:

**CORPORATION OF THE COUNTY OF DUFFERIN**

Per: Originally signed by:  
\_\_\_\_\_  
Darren White, Warden  
*I have authority to bind the corporation.*

Per: Originally signed by:  
\_\_\_\_\_  
Rebecca Whelan, Deputy Clerk  
*I have the authority to bind the corporation.*