

THIS LEASE AGREEMENT is entered into as of the 1st day of January, 2025

BETWEEN:

ARTEL INC., a Company incorporated under the
Laws of the Province of Ontario,

Hereinafter called the **LANDLORD**

OF THE FIRST PART;

- And -

THE CORPORATION OF THE TOWN OF ORANGEVILLE

Hereinafter called the **TENANT**

OF THE SECOND PART;

The Leased Property

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord, the land described in Schedule "A", which land is hereinafter called "the leased property".

Term

2. This Lease shall run for a term of one (4) year, computed from the 1st day of January, 2025 and ending on the 31st day of December, 2028.

Rent

3. **Rent for 1st term:**

The rent for the leased property for the term, January 1st, 2025 to December 31st, 2025, shall be calculated as follows:

Calculated on the basis of Twenty Eight Thousand Two Hundred and Sixty Seven dollars and Twenty Cents (\$28,267.20) plus H.S.T. for the year 2025. Rent shall be payable in quarterly installments of Seven Thousand and Sixty Six Dollars and Eighty Cents (\$7,066.80) plus H.S.T. each quarter on January 1, 2025, April 1, 2025, July 1, 2025 and October 1, 2025. Should the Landlord sell the property and terminate this Lease, the Town will only be responsible to pay a percentage of the total per annum cost agreed to based on the months of use.

Rent for 2nd term:

The rent for the leased property for the term, January 1st, 2026 to December 31st, 2026, shall be calculated as follows:

Calculated on the basis of Twenty Nine Thousand Five Hundred and Thirty Nine Dollars and Twenty Two Cents (\$29,539.22) plus H.S.T. for the year 2026. Rent shall be payable in quarterly installments of Seven Thousand Three Hundred and Eighty Four Dollars and Eighty Cents (\$7,384.80) plus H.S.T. each quarter on January 1, 2026, April 1, 2026, July 1, 2026 and October 1, 2026. Should the Landlord sell the property and terminate this Lease, the Town will only be responsible to pay a percentage of the total per annum cost agreed to based on the months of use.

Rent for 3rd term:

The rent for the leased property for the term, January 1st, 2027 to December 31st, 2027, shall be calculated as follows:

Calculated on the basis of Thirty Thousand Eight Hundred and Sixty Eight Dollars and Forty Nine Cents (\$30,868.49) plus H.S.T. for the year 2027. Rent shall be payable in quarterly installments of Seven Thousand Seven Hundred and Seventeen Dollars and Twelve Cents (\$7,717.12) plus H.S.T. each quarter on January 1, 2027, April , 2027, July 1, 2027 and October 1, 2027. Should the Landlord sell the property and terminate this Lease, the Town will only be responsible to pay a percentage of the total per annum cost agreed to based on the months of use.

Rent for 4th term:

The rent for the leased property for the term, January 1st, 2028 to December 31st, 2028, shall be calculated as follows:

Calculated on the basis of Thirty Two Thousand Two Hundred and Fifty Seven Dollars and Fifty Seven Cents (\$32,257.57) plus H.S.T. for the year 2028. Rent shall be payable in quarterly installments of Eight Thousand and Sixty Four Dollars and Thirty Nine Cents (\$8,064.39) plus H.S.T. each quarter on January 1, 2028, April , 2028, July 1, 2028 and October 1, 2028. Should the Landlord sell the property and terminate this Lease, the Town will only be responsible to pay a percentage of the total per annum cost agreed to based on the months of use.

4. The Landlord and the Tenant agree that the Tenant may improve the leased property to a state where it can be used as a parking lot at no cost to the Landlord. More specifically, the Tenant may:
 - (a) Pave all or a portion of the leased property;
 - (b) Landscape portions of the leased property and
 - (c) Install parking meters, light fixtures and such other devices as the Tenant may deem advisable.

Tenant's Responsibilities

5. The Tenant covenants:
 - (a) To pay rent.
 - (b) To pay all municipal taxes, charges and assessments including, but not limited to, all property taxes and any local improvement taxes to the leased property or any increases thereto for the term of this lease and any extension thereof.
 - (c) Not to use the leased property except for the purposes of a municipal parking lot.
 - (d) To maintain and repair the property as a reasonably prudent owner.
 - (e) To maintain public liability and property insurance protecting and indemnifying the Tenants and the Landlord against any claims for damage or injury to persons or property or for the loss of life occurring upon the leased property, the limit of such insurance to be not less than Five Million Dollars (\$5,000,000.00). To provide an up-

to-date certificate of insurance and a copy of an up-to-date policy showing the Landlord as an added insured.

- (f) In its use and occupation of the leased property not to violate any law or ordinance or any order, rule or regulation or requirement of any Federal, Provincial or Municipal Government and any appropriate Department, Commission, Board or Officer thereof.
- (g) That it will not allow ashes, refuse, garbage or other loose or other objectionable material to accumulate on or about the leased property and that it will, at all times, keep the leased property in a clean condition.
- (h) That it will keep the whole of the leased property and the sidewalks abutting it clear of ice and snow.

Landlord's Responsibilities

- 6. The Landlord covenants with the Tenant for quiet enjoyment.

Mutual Agreement

- 7. The Landlord and the Tenant both agree:
 - (a) It is agreed and understood that any parking meter or parking meter posts or other fixtures or improvements installed on the leased property will remain the property of the Tenant and that in the event that the Tenant is not in default, the Tenant will be entitled to remove any parking meters, lighting fixtures, and parking meter posts. All other improvements to remain unless requested to be removed by the Landlord at the Tenant's expense at the end of this Lease.
 - (b) The Landlord shall not be liable nor responsible in any way for any loss of or any damage to any property belonging to the Tenant or to employees of the Tenant or to any other person while such property is on the demised premises and the Tenant agrees to indemnify and hold harmless the Landlord in respect of any claims which may be made against it in relation to such injury, loss or damage.

Default of Tenant

- 8. If the rent reserved or any part thereof shall not be paid on the day appointed for payment or in the case of breach of non-observance or non-performance of any of the covenants or agreements herein contained and/or referred to on the part of the Tenant to be observed and performed, or in the case that the term shall be taken in execution or attachment for any cause whatever then and in every such case the Landlord shall be entitled thereafter to enter upon the leased property or any part thereof in the name of the whole, and the same to have again, repossess and enjoy in its former state, anything herein contained to the contrary notwithstanding.

Right of Termination

9. On the Landlord becoming entitled to re-enter the leased property under any of the provisions of the Lease, the Landlord, in addition to all other rights shall have the right to terminate this Lease forthwith by leaving upon the leased property, notice in writing of its intention and thereupon rent and any other payments for which the Tenant is liable under this Lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the leased property to the Landlord, and the Landlord may re-enter and take possession of the leased property.

Termination

10. The leasing agreement may be terminated by the Landlord at any time during its currency by giving six (6) month's prior written notice to the Tenant.

The leasing agreement may be terminated by the Tenant at any time during its currency by giving six (6) month's prior written notice to the Landlord.

Assignment

11. This Lease shall not be assignable by the Tenant without the written consent of the Landlord, which consent may be arbitrarily withheld.

Notice

12. Any notice required or contemplated by any provision of this leasing agreement shall be sufficiently given if contained in writing and delivered personally to nay of the parties or mailed by prepaid first class mail addressed as follows:

Landlord:	ARTEL INC. c/o Chris Parkinson 45 Woodvale Court Orangeville, Ontario L9W 55B	Tenant: The Corporation of the Town of Orangeville 87 Broadway Orangeville, Ontario L9W 1K1
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If mailed, the day of receipt of such notice shall be deemed to be two (2) days after mailing. Provided that any party may, by notice to the other party, designate another address in Canada to which notices may be mailed.

General

13. Short Forms of Leases Act, this Agreement is made pursuant to The Short Forms of Leases Act.

The headings in this Lease have been inserted as a matter of convenience for reference only and in no way define, limited or enlarge the scope of the meaning of this Lease to any provision thereof.

This Agreement shall be binding upon heirs, executors, administrators, successors and assigns of the Landlord and the successors and assigns of the Tenant.

IN WITNESS WHEREOF The Corporation of the Town of Orangeville hath hereunto affixed its corporate seal as attested by the signatures of the Head of Council and the Clerk and the Landlord has hereunto affixed its corporate seal as attested by the signature of the President of the Corporation.

SIGNED, SEALED AND DELIVERED

In the presence of

**THE CORPORATION OF THE
TOWN OF ORANGEVILLE**

Per: _____
Mayor

Per: _____
Clerk

ARTEL INC.

Per: _____
Christopher Telford Parkinson, President
I have authority to bind the Corporation

SCHEDULE "A"

**112 Broadway
Orangeville, ON
L9W 1J9**

**Description: Part of Lot 10 in Block 5 Plan 138 in the Town of Orangeville, County of
Dufferin Part 4 on Plan 7R-2638**

Roll # 2214 040 010 04100