

THIS AGREEMENT is made the day of , 2024

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter referred to as the “Licensor”)
OF THE FIRST PART

- and –

2630652 ONTARIO INC.

(Hereinafter referred to as the “Licensee”)
OF THE SECOND PART

WHEREAS a portion of the road allowance for Biddulph Street which is owned by the Municipality of Lambton Shores is unopened, and a portion is covered by the water of the Ausable River;

AND WHEREAS the Municipality of Lambton Shores is empowered under Section 2 of the *Municipal Act, 2001* to manage public assets of the Municipality as it sees fit;

AND WHEREAS the Municipal Council has determined that it is in the public interest for the use of the said road allowance lands to be licensed for use by the Licensee;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration now paid by the Licensee to the Licensor, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Area Affected by Licence

1. This licence applies to the land totalling 253.5 lineal feet, shown on Schedule “A” attached to this Agreement.

Term

2. This Agreement commences on May 15, 2024 and expires on December 31, 2026.

Capacity of Licensee

3. The Licensee represents that they are legal persons or entities entitled to enter into this Agreement.

Termination with Notice

4. It is understood and agreed to by the Licensee that if any or all of the lands are required for Municipal purposes, the license will be terminated, with the Municipality providing a minimum of 60 days notice.

In addition, either party may terminate this Licence Agreement by providing written notice, which shall be effective on the 31st day of December of the year in which the notice is given.

Licence Fee and Yearly Rate Increase

5. The Licensee shall pay to the Licensors an annual licence fee, plus all applicable taxes. The rate is subject to an annual 2% increase. For clarity, throughout the term of the agreement, the rate is established as the following:

2024: \$61.20 + HST per lineal foot

2025: \$62.40 + HST per lineal foot

2026: \$63.65 + HST per lineal foot

The license fee is payable in 3 equal instalments, due on April 30, June 30 and September 30 in each year that the Agreement is in effect. Postdated cheques for all three payments are to be submitted at the time of signing and for each year of the renewal.

Except as provided in Section 7, the annual fee is not to be prorated in the event of termination except with the agreement of the parties.

Title

6. The Licensors represents to the Licensee that it has the authority to licence the use of the land described above. In the event of a dispute regarding the Licensors authority to licence use of the land, the Licensors will respond to such proceedings as it considers appropriate and shall notify the Licensee of any determination which is adverse to continuation of the Agreement. The Licensee is responsible for payment for the use of the land for all periods during which it has been licensed to use same notwithstanding any subsequent determination regarding the Licensors title. In the event of a legal determination or interpretation that requires the use of the licensed land to cease, the parties specifically agree that the Licensees payment of a licence fee for the year in question will be prorated. The Licensors shall have no further obligation or liability to the Licensee with respect to termination.

Use of Licensed Area for Docking Purposes

7. The Licensors does not warrant that any particular use of the licensed land is authorized at law or that the licensed land is suitable for the intended purpose. The Licensee shall determine at its own risk and expense the suitability of the land for the intended purpose. Permits, approvals and improvements (including dredging) are the Licensees responsibility and at the Licensees expense. A determination by any court or tribunal that the Licensee is not permitted to use the land for a purpose that the Licensee wishes to make of the land does not terminate this Agreement. It is the responsibility of the Licensee to provide notice if it wishes to terminate the Agreement owing to controls respecting use of the property whether at a Federal, Provincial or local level or for any other reason.

Risk

8.1 Pollution Liability

The Licensee shall carry a Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Ontario for a limit of not less than \$2 million. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

8.2 Marine Operators Legal Liability insurance of at least \$2 million that provides coverage for the risks associated with marina operations including the exposure related to the watercraft in the Operator's care, custody, and control.

8.3 Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million, within any policy year with respect to completed operations and a deductible of not more than \$100,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Municipality as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations
- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) The policy shall include 30 days' notice of cancellation.

8.4 WSIB coverage for all employees, agents, subcontractors and/or licensees

8.5 If the Licensee has owned vehicles:

Automobile Insurance

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2 million per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by the Proponent.

Indemnity

9. The Licensee agrees to defend, indemnify and save the Municipality of Lambton Shores harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Licensee. The Licensee shall respond to any such matter by engaging legal counsel to

represent the Licensor's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

The Licensee agrees to defend, indemnify and save harmless the Municipality of Lambton Shores from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Supplier's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Licensee in accordance with this Agreement and shall survive this Agreement.

Breach of Agreement

10. Failure to provide the required proof of insurance or annual payment when due will be considered a fundamental breach of the terms of the agreement and the municipality may cancel the license, and the Licensee would have no further right of use of the property.

River Maintenance Fee

11. If the Municipality initiates a "river maintenance fee" during the term of the agreement, the Licensee will be required to remit the fee for the licensed area.

Notice

12. If notice is required to be given with respect to this agreement, notice will be sent

to:	Municipality of Lambton Shores 9577 Port Franks Road Thedford, Ontario N0M 2N0	Attn. Clerk
to:	2630652 Ontario Inc. 7625 Biddulph Street Port Franks, Ontario N0M 2L0	Attn. Joel Speake

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON SHORES**

Doug Cook, Mayor

Stephanie Troyer-Boyd, Clerk

2630652 ONTARIO INC.

Joel Speake
I have the authority to bind the company

SCHEDULE A



Land subject of Agreement