

THIS AGREEMENT is made the            day of            , 2021

BETWEEN:

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

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

- and -

**2082201 ONTARIO INC.**

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

**WHEREAS** a portion of the road allowance for Poplar Ave. 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 66 lineal feet, shown on Schedule "A" attached to this Agreement.

**Term**

2. This Agreement commences on May 15, 2021 and expires on December 31, 2021.

**Renewals**

3. The annual renewal date is March 1 of each year. This Licence Agreement terminates at the end of the term set out above but may be renewed by agreement of the parties in writing either before or after the termination date.

**Capacity of Licensee**

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

## **Termination with Notice**

5. 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 31<sup>st</sup> day of December of the year in which the notice is given.

## **Licence Fee and Yearly Rate Increase**

6. The Licensee shall pay to the Licensors an annual licence fee, plus all applicable taxes. The rate applicable for the term of the agreement is \$ 43.54 per lineal foot plus HST.

The total payable for 2021 shall be \$2,873.64 and shall be hereby reduced by \$718.91 to recognize a reduced 2021 season.

The license fee is payable in 3 equal instalments, due on May 31, 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 at each 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**

7. The Licensors represent 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 Licensee's 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**

8. The Licensors do 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 Licensee's responsibility and at the Licensee's 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**

9. The Licensee agrees to assume all risk associated with use of the licensed land and will:
- a) carry liability insurance in an amount not less than 2 million dollars which includes the Licensors as a named insured. The term of the insurance coverage will include the entire docking season (minimum March 31 to November 30); (ie will not expire during the term)
  - b) supply a copy of the policy to the Licensors at the time of the signing of the agreement; and further, shall provide a copy of the insurance renewal with the March 1 agreement renewal in each year of the agreement;
  - c) provide in such policy of insurance that the insurance is not to be terminated without a minimum of thirty (30) days notice to the Licensors;
  - d) provide the insurance at no expense to the Licensors and in a form that is satisfactory to the Licensors's solicitor and insurance advisor.

### **Indemnity**

10. The Licensee agrees to indemnify and save the Licensors 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 Licensors's interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

### **Breach of Agreement**

11. 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**

12. 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**

13. If notice is required to be given with respect to this agreement, notice will be sent to:
- Municipality of Lambton Shores

7883 Amtelecom Parkway  
Forest, Ontario N0N 1J0

Attn. Clerk

to:

2082201 Ontario Inc.  
1054 Adelaide Street  
London, Ontario N5Y 2N1

Attn. Jay Trothen

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.

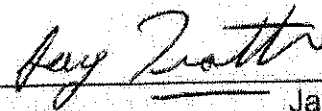
SIGNED, SEALED AND DELIVERED  
in the presence of

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

\_\_\_\_\_  
Bill Weber, Mayor

\_\_\_\_\_  
Stephanie Troyer-Boyd, Clerk

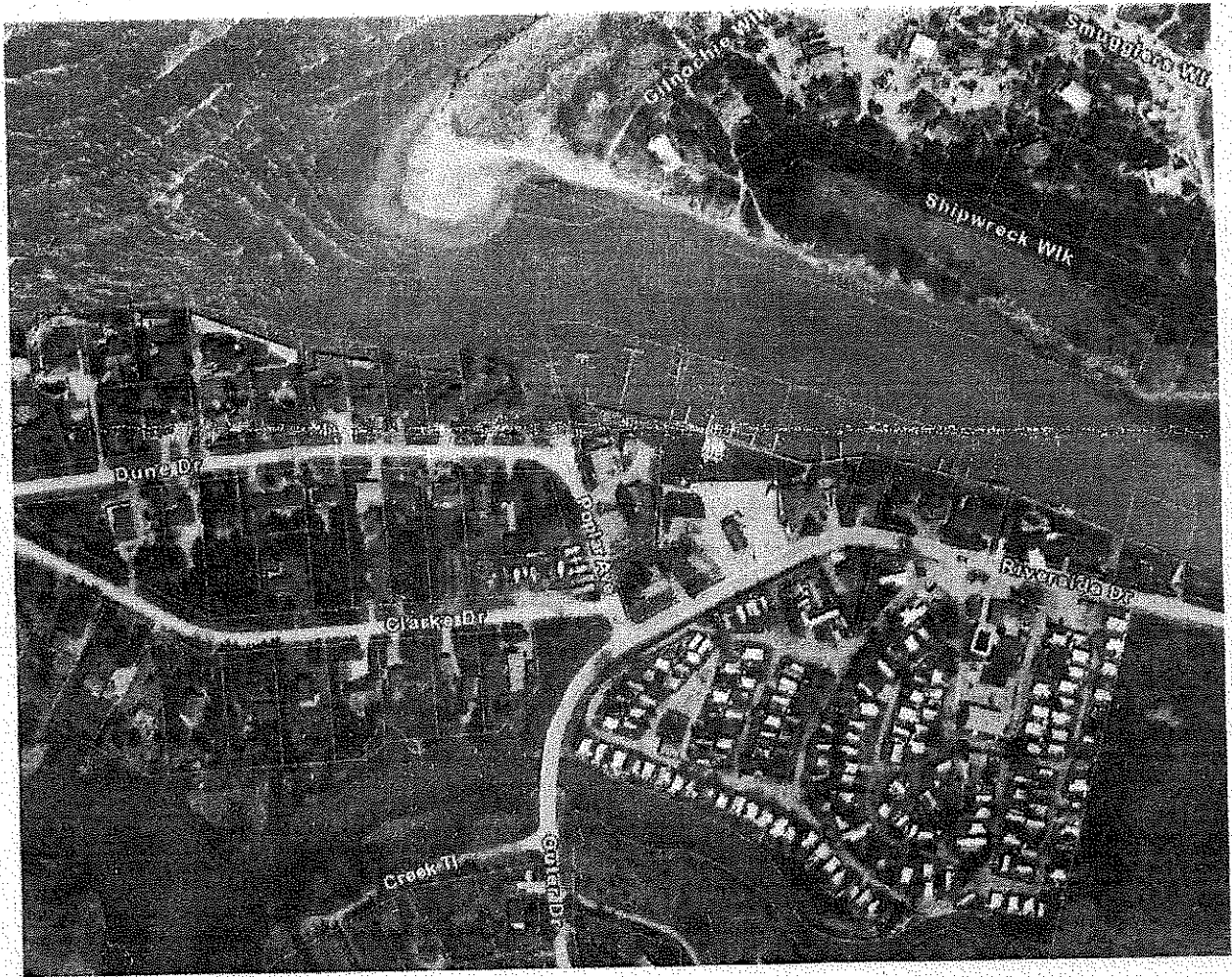
**2082201 ONTARIO INC.**



\_\_\_\_\_  
Jay Trothen

I have the authority to bind the company

## SCHEDULE A



Land subject of Agreement