

THIS LICENCE AGREEMENT is made the _____ day of _____, 2024

BETWEEN
THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES
(Hereinafter called the "Municipality")
OF THE FIRST PART

-and-
NANCY AITKEN, MARK AITKEN, KEVIN AITKEN
(Hereinafter called the "Owner")
OF THE SECOND PART

WHEREAS the Owners own land at 8529 Townsend Line, more particularly described as Concession 6 NER, Part Lot 25, RP25R 3044 Part 2, RP 25R 4540 Part of Part 2, hereinafter called the "Property";

AND WHEREAS the Municipality owns and operates the property located at 7268 Arkona Road, also known as "Utter Park";

AND WHEREAS the Owner has agreed to lease to the Municipality a portion of the land from the southerly boundary of Utter Park to the perimeter of the creek, from Arkona Road to a point 490' east of Arkona Road, hereinafter referred to as the "parking area" and shown on Schedule "A", to the Municipality to accommodate overflow parking for events at the Utter Park;

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 Municipality to the owner, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Area Affected by Licence

1. This licence applies to a portion of the property located at 8529 Townsend Line, as identified in Schedule "A".

Term

2. This Agreement commences on February 6, 2024 and expires on May 14, 2026, with an option to renew for an additional five years.

License Fee

3. The Municipality shall pay to the Owners the sum of THREE HUNDRED DOLLARS (\$300.00) annually for the use of the parking area, payable in July of each year.

Termination with Notice

4. The license agreement may be terminated by either the Municipality or the Owner, by providing a minimum of 30 days' written notice.

General

5. The Municipality shall maintain the parking area; however it is acknowledged that winter maintenance will not be performed on the property.
6. No overnight parking will be permitted in the parking area.
7. Storage will not be permitted on the property, other than the storing of snow by the Municipality or its contractors during the winter months.

Risk

8. The Municipality agrees to assume all risk and liabilities associated with use of the parking area and will:
 - a) Carry liability insurance in an amount not less than \$2 million dollars which includes the Owners as an additional insured, and will provide a copy of the policy to the Municipality at the time of the signing of the agreement.

Indemnity

9. The Owners agree to defend, indemnify and save the Municipality harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the Owners, its servants, agents or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Municipality in defending any legal action pertaining to the above.
10. The Municipality agrees to defend, indemnify and save the Owners harmless from all loss, cost, expense, judgment or damage on account of injury to persons including death or damage to property, in any way caused by the negligence of the Municipality, its servants, agents, or employees related to or arising out of programs or other matters to which this agreement pertains, together with all legal expenses and costs incurred by the Owners in defending any legal action pertaining to the above.

Notice

11. 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
Theford, Ontario N0M 2N0

Attn. Clerk

to:

Nancy, Mark and Kevin Aitken
8149 Egremont Road
Watford, Ontario N0M 2S0

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

On Behalf of the Owners:

Nancy Aitken

Nancy Aitken

Mark Aitken

Mark Aitken

Kevin Aitken

Kevin Aitken

Schedule A

