

Licence Agreement

(Trail Parking)

THIS AGREEMENT made as of the _____ day of October, 2024.

BETWEEN: **THE CORPORATION OF THE TOWN OF GRAND VALLEY**
(the "Licensee")

-and-

2527776 Ontario Inc.
(the 'Licensor')

WHEREAS:

1. The Licensee is a municipal corporation in the Province of Ontario that owns and maintains a trailway for year-round recreational use by the general public;
2. The Licensor is the registered owner of lands in the Town of Grand Valley, known municipally as 1 Watson Road, Grand Valley, Ontario, and for the purposes of permitting the Licensee to use part of these lands for the purposes of parking for general trail use and access to the trailway, the Licensor has agreed to grant this licence.
3. For certainty, the part of the Licensor's lands that are the subject of this Licence (the "Lands") is the gravelled area on the west side of the lands abutting the County Road 25 road allowance and also abutting Watson Road on the north (entrance to the area is off Watson Road).

IN CONSIDERATION of the premises and other good and valuable consideration the parties agree as follows:

1. The Licensor grants to the Licensee the non-exclusive use of the Lands for the purposes hereinafter set forth, for the period of one (1) year, commencing October 15, 2024 and expiring October 14, 2025, subject to earlier termination or renewal as per the terms herein. The term of this Licence shall automatically renew for successive one (1) year periods unless the Licensor or Licensee, as the case may be, gives the other party written notice that they wish to end the Licence, at least sixty (60) days prior to the expiry of the then-current term, subject to both parties herein being able to terminate the Licence at any time during any term of the Licence upon giving at least sixty (60) days prior written notice of their intention to terminate the Licence at the time stated therein.

- (1) The Licensee hereby accepts the Lands in the condition existing as of the date of this Agreement and will not call upon the Licensor to do or pay for any work or supply any equipment to make the Lands more suitable for the proposed use by the Licensee hereunder.

2. The Licensee covenants with the Licensor:

- (1) to use the land only for the purposes of parking for the general public and for the Licensee's employees and representatives (such person's use being only for purposes relating to the trailway parking upkeep), except that no extended parking by anyone (beyond 1 day) for any reason whatsoever shall be permitted to exist by the Licensee (in which event the Licensee at its own expense shall remove such offending vehicles or equipment forthwith). Furthermore, the Licensee shall not make any changes to the property whatsoever;
- (2) to maintain the appearance of the Lands in a neat, and well-kept manner appropriate to the condition of land in the area for use as a parking lot, which maintenance shall include snowplowing as required by the Licensee and to cut grass from time to time as required by the Licensee, it being understood that the snowplowing and grass cutting shall only be conducted on the area of the Lands and not the Licensor's property surrounding the Lands;
- (3) the Licensee shall, at its own expense, take out and keep in full force and effect, with the Licensor being a named insured, broad form, comprehensive, all risks, public liability, property damage and pollution/spill protection insurance with inclusion limits of not less than \$5 million dollars in respect to each form of coverage. All policies shall contain an undertaking by the insurers to notify the Licensor in writing at least 10 days prior to any proposed change, cancellation or termination of any of the foregoing policies;
- (4) the Licensor shall not be liable, directly or indirectly, for any personal injuries or death that may be suffered or sustained by any person who may be on the Lands or for any loss of or damage or injury to property belonging to the Licensee or any other person and the Licensee shall indemnify the Licensor and save it harmless from and against any and all claims, actions, damages, liability and any and all expense in connection with any injury or death and/or damage to property from any occurrence at or on the Lands during any term of the Licence;
- (5) any notice required to be given to the Licensor under the terms of this Agreement shall be sufficiently given if delivered to the Licensor or mailed by prepaid registered mail addressed to it at: 23 Main St, South, Grand Valley, ON, L9W 5S8 attn Dalen Fairbairn,

or at such other address as the Licensor may in writing designate.

Any notice required to be given to the Licensee under the terms of this Agreement is deemed to be sufficiently given if delivered to the Licensee or mailed by prepaid registered mail addressed to the Licensee at: 5 Main St. N., Grand Valley, Ontario L9W 5S6,

or at such other address as the Licensee may in writing designate. In either case, such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, five (5) business days after it is delivered to the Post Office;
- (6) this Agreement shall enure to the benefit of and be binding upon the parties and their respective successors; and
- (7) the Licensee agrees it shall not register the Licence or any notice of same on the title to the Lands.

SIGNED BY EACH OF THE PARTIES AS OF THE DATE SET OUT BELOW:

**THE CORPORATION OF THE TOWN OF
GRAND VALLEY**

Per:

Per:

I/We have the authority to bind the corporation

Date: _____

2527776 ONTARIO INC.

Per:

Date: _____