

## LICENSE AGREEMENT

This Agreement made as of the \_\_\_\_\_ day of July, 2017 with effect as of May 15, 2017.

Between

### THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(the "Licensor")

- and -

### KEITH BUCKLEY

(the "Licensee")

**WHEREAS** the Licensor, is the registered owner of tillable lands adjacent to that public highway commonly known as Verulam Road North (County Road 36), which real property is legally described as Part of Lot 25, Concession 6, except PTS 1, 2, 3 57R-7922, in the Geographic Township of Ops, City of Kawartha Lakes (being part of PIN: 63209-0151(LT)), shown in green on the sketch attached hereto as Schedule "A" (the "Lands");

**AND WHEREAS** the Licensor has agreed to grant this License to permit the Licensee to use part of the Lands for agricultural purposes, specifically for the planting, growing and harvesting of annual crops during the term of this License Agreement (the "License").

**NOW THEREFORE IN CONSIDERATION** of the premises and other good and valuable consideration payable to the Licensor by the Licensee, the parties agree as follows:

1. The Licensor hereby grants to the Licensee the non-exclusive use of those parts of the Lands shown in green on Schedule "A", attached hereto and forming part of this License, comprising an area of 70 acres, more or less, for the sole purposes of planting, caring for, and harvesting crops, for the period of one (1) growing season, commencing the 15<sup>th</sup> day of May, 2017 and expiring the 15<sup>th</sup> day of December, 2017 (the "Term"), subject to the terms and conditions hereinafter set forth. The Licensor agrees to give quiet possession of the Lands to the Licensee and to give the Licensee a right-of-way over lands owned by the Licensor for the purpose of allowing the Licensee access to plant, care for, and harvest crops on the Lands as shown in green on Schedule "A", which right of way shall cease upon the termination of this License.
2. The Licensee hereby accepts the Lands in their present condition as of the date hereon and will limit his activities to the boundaries of such licensed parcel 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.

The Licensee further specifically acknowledges that:

- (a) the Lands are adjacent to a landfill.
3. The Licensee agrees to and shall pay the Licensor a fee of Eleven Thousand Two Hundred Seventy Dollars (\$11,270.00) in Canadian Funds, calculated at the rate of One Hundred Sixty-One Dollars (\$161.00) per acre of the Lands under License, being 70 acres, more or less, which fee shall be payable to the Licensor in two installments, the first being payable immediately upon execution of this License Agreement and the second being payable on or before the 1<sup>st</sup> day of October, 2017, inclusive of H.S.T., if applicable.
4. The Licensee covenants with the Licensor:

- (a) To pay the License fee as set out in clause 3;
- (b) To use that portion of the Lands to which this License applies only for the purposes of growing and harvesting annual crops; and not to erect any buildings or structures or otherwise permanently affix anything to the Lands;
- (c) To maintain the appearance of the Lands and any equipment located thereon in a neat, clean and well-kept manner appropriate to the condition of the land in the area and to maintain same in a safe and reasonable state of repair at its own expense and repair same on written notice on behalf of the Licensor;
- (d) To ensure that no refuse, litter, garbage or loose or objectionable material accumulates in or about the Lands;
- (e) To ensure that no trees are removed from the Lands and no grade changes are carried out thereon;
- (f) To use reasonable diligence to prevent noxious weeds from going to seed on the Lands;
- (g) To control soil erosion as completely as practicable; keep in good repair all terraces, open ditches, inlets and outlets of tile drains, preserve all established watercourses or ditches including grassed waterways; and refrain from an operation or practice that will injure such structures;
- (h) To leave the Lands in substantially the same condition at the expiry of this License as they were at the commencement of this License;
- (i) On termination of this License, to pay the Licensor reasonable compensation for any damages to the Lands for which the Licensee is responsible; the Licensor, acting reasonably, may determine the quantum of which;
- (j) To maintain at its sole expense and throughout the term of the License, General Liability Insurance (Farm Liability) extending to the Lands and any of the operations of the Licensee under this License. The insurance shall be written on an occurrence basis that shall include, but is not limited to bodily injury, death, property damage including loss of use thereof, contractual liability, tenants' legal liability, contain a cross liability/severability of interests clause and include Farmer's Limited Pollution Liability, with no sublimit, covering gradual as well as sudden and accidental release, and providing coverage for third party liability, clean-up costs and fines. Such policies shall be written for an inclusive limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence. This insurance shall be issued by an insurance company authorized by law to carry on business in the Province of Ontario. The Licensor shall be named as an Additional Insured on the policy.
- (k) To maintain at its sole expense and throughout the term of the License, "All Risk" Property insurance on all property, equipment and material owned or leased or for which the Licensee is legally liable and which may occupy the Lands at any time. Coverage shall be in an amount representing the full replacement cost of the property. The Licensee further agrees that any property insurance covering the property of the Licensee shall contain a waiver of subrogation in favour of the Licensor.
- (l) To maintain for the duration of the License, Automobile Liability insurance in the amount not less than Two Million Dollars (\$2,000,000) covering all motor vehicles owned or leased by the Licensee.
- (m) To maintain for the duration of the License, Non-Owned Automobile Liability insurance in an amount not less than Two Million Dollars (\$2,000,000).
- (n) The Licensee agrees to provide to the Licensor within ten (10) days of signing

the License, a Certificate of Insurance as confirmation of insurance coverage described in Sections 4 (j), (k), (l) and (m) and if requested by the Licensor, the Licensee shall provide copies of the said insurance policies. It is understood by the Licensee that the insurance shall apply as primary and not as excess of any insurance available to the Licensor. The Licensee further agrees that it shall not do anything (nor omit to do anything, nor allow anything to be done or omitted to be done) on the Lands which will in any way impair or invalidate the policies provided pursuant to the above noted sections. The policies shall be endorsed to provide the Licensor with not less than thirty (30) Days' written notice of cancellation, change or amendment restricting coverage. As determined by the Licensor, the Licensee may be required to provide and maintain additional insurance coverage(s) or higher limits, which are related to this License and deemed reasonable.

- (o) To comply with all federal, provincial and municipal laws, rules, regulations and by-laws and to indemnify and hold the Licensor harmless from the consequences of its failure to do so; and
  - (p) Not to prohibit the Licensor access to any part of the Lands.
5. The Licensee shall be, at its own expense, responsible for any loss, costs, damages, charges or expenses whatsoever which may be sustained by the City as a result of any environmental contamination, spill or hazard as may be created by the Licensee during its use of the Lands.
  6. At the request of the City, the Licensee shall execute a Waiver confirming that any environmental damage occurring as a result of its occupation of the Lands shall be remedied upon the expiration of the License at the sole cost of the Licensee.
  7. It is particularly understood and agreed that this License shall not be deemed to be nor intended to give rise to a partnership between the parties, nor to entitle the Licensee to any future interest in any part of the Lands beyond the term of this License.
  8. The Licensee acknowledges that the Licensor reserves the rights of itself, its directors, employees, agents, contractors and assigns to enter the Lands at any reasonable time to:
    - (a) consult with the Licensee; and
    - (b) make repairs, improvements and inspections, or place works, in, on or adjacent to the Lands, provided that the Licensor will make its best efforts not to damage or adversely interfere with any of the Licensee's crops, chattels or equipment located in or on that portion of the Lands to which this License relates.
  9. At any time during the term of this License, the Licensee may remove its equipment from the Lands, provided the Licensee at its own expense shall forthwith repair all damage thereby occasioned.
  10. The Licensee shall at all times indemnify and save harmless the Licensor from and against any and all claims, demands, losses, costs, expenses, actions and other proceedings (including but not limited to those in connection with Workers' Compensation, *Occupational Health & Safety Act* or any similar or successor legislation) made, brought against, suffered by or imposed on the Licensor or the Lands in respect of any failure by the Licensee to fulfill any of its obligations under this License or for any reason whatsoever in respect of any loss, damage or injury (including injury resulting in death).
  11. The Licensee shall fully indemnify and save harmless the Licensor from and against construction liens and related costs and other claims in connection with

all work performed by or for the Licensee on the Lands, and shall promptly satisfy and ensure the removal of all registered claims from title to the Lands.

12. If the Licensee defaults in performing any of its obligations under this License, the Licensor shall give written notice to the Licensee of such default giving the Licensee fourteen (14) days to remedy such default, failing which the Licensor may immediately terminate this License and the Licensee shall then forthwith remove its chattels and fixtures, if any, from the Lands and shall restore the Lands to the condition in which they were at the commencement of this License.
13. The Licensor may terminate this License at any time during the term of this License in the event that the Lands are required by the Licensor for municipal use. The Licensee acknowledges that this License may be terminated by the Licensor upon thirty (30) days prior written notice and the Licensee shall then forthwith remove its chattels and fixtures, if any, including crops from the Lands and shall restore the Lands to the condition in which they were at the commencement of this License.
14. 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:

12 Peel Street, P.O. Box 9000, Lindsay, ON K9V 5R8  
Attention: Realty Services

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:

475 Monarch Road, Lindsay, ON K9V 4R2

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, 5 business days after it is delivered to the post office.

15. The Licensee hereby acknowledges and agrees that this License does not create or confer on the Licensee any interest in the Lands, that this License is personal to the Licensee and that this License merely confers on the Licensee the non-exclusive right to enter onto and use part of the Lands for agricultural purposes during the Term. Accordingly, the Licensee agrees that it shall not at any time register notice of or a copy of this License on title to the Lands or the property of which the Lands forms part.
16. The parties hereto hereby confirm that this License is a non-exclusive license to occupy and use the Lands only and does not constitute a lease of the Lands and that the provisions of the Commercial Tenancies Act (Ontario) shall not apply hereto.
17. This License is to be read with all changes of gender or number required by the context. All provisions of this License creating obligations on either party will be construed as covenants.
18. The Licensee may not assign this License and no waiver, amendment or modification of this License will be effective unless in writing and signed by both parties.
19. This Agreement shall enure to the benefit of, and be binding upon the parties and their respective successors and (where permitted) assigns.

**IN WITNESS WHEREOF** the parties have affixed their respective seals attested by the hands of their respective officers duly authorized in that behalf and by their signatures and seals agree to be bound by the terms of this License Agreement.

Dated at Kawartha Lakes this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**THE CORPORATION OF THE CITY OF  
KAWARTHA LAKES**

Per: \_\_\_\_\_  
Name: Andy Letham  
Title: Mayor

Per: \_\_\_\_\_  
Name: Judy Currins  
Title: Clerk

We have authority to bind the Corporation.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

WITNESS:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
KEITH BUCKLEY

