

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 03-140

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND 1559643 ONTARIO INC., FOR THE USE OF 2.57 ACRES OF PROPERTY AT BRAIDWOOD AVENUE AND MONAGHAN ROAD, FOR THE PURPOSE OF A SOCCER FIELD.

THE CORPORATION OF THE CITY OF PETERBOROUGH by the Council thereof hereby enacts as follows:

1. That the Mayor and the Clerk be and they are hereby authorized to execute an Agreement between The Corporation of the City of Peterborough and 1559643 ONTARIO INC., in the form attached hereto as Schedule "A", and to affix the seal of the Corporation thereto.

By-law read a first and second time this 14th day of July, 2003

By-law read a third time and finally passed this 14th day of July, 2003

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 1st day of June, 2003.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as the “Licensee”,

OF THE FIRST PART

- and –

1559643 ONTARIO INC.

hereinafter referred to as the “Licensor”

OF THE SECOND PART

WHEREAS the Licensor is the owner of certain lands in the City of Peterborough, in the County of Peterborough, including land bounded on the south side by Braidwood Avenue and on the west side by Monaghan Road, having dimensions of 250 feet by 488 feet 10 inches, more or less, and having an area of 2.57 acres, more or less (hereinafter referred to as the “Soccer Field”);

AND WHEREAS the Licensee and others desire to use the Soccer Field in connection with various amateur soccer programs, including soccer programs sponsored by the Licensee;

NOW THEREFORE THE PARTIES HERETO COVENANT AND AGREE AS FOLLOWS:

1.00 GRANT OF LICENCE FOR USE OF SOCCER FIELD

1.01 The Licensor hereby grants to the Licensee permission to utilize, and to permit others to utilize, the Soccer Field in connection with various amateur soccer programs, whether sponsored by the Licensee or others. The permission herein granted to the Licensee and other permitted users include the privilege of utilizing the Soccer Field for soccer games, soccer practices, and training sessions, and other similar uses reasonably related thereto. The Licensee shall not do or permit to be done on the Soccer Field anything which may be annoying to the Licensor, or which the Licensor may deem to be a nuisance, and in no event shall the Licensee or permitted users use the Soccer Field for other than recreational purposes. The Licensor retains the right to use the Soccer Field in any manner which does not interfere with, contravene, bridge or adversely affect or diminish the privileges herein granted to the Licensee and permitted users.

2.00 ACCESS

2.01 The Licensee and permitted users are hereby granted reasonable ingress and egress on to and over those portions of the Licensor’s property which are not included in the Soccer Field, in order to have reasonable access to the Soccer Field for the purposes contemplated by this agreement.

3.00 TERM

3.01 This agreement shall commence on the first day of June, 2003, and shall continue unless either party shall have provided written notice to the other on or before October 1st in any year of that party’s intention to terminate this agreement. At the end of the term, the Licensee shall leave the Soccer Field in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

4.00 INDEMNIFICATION

4.01 The Licensee shall indemnify and hold harmless the Licensor against any and all liability or

claims arising out of the use of the Soccer Fields by the Licensee or permitted users, save and except any claim arising out of the act or omission of the Licensor.

5.00 INSURANCE

5.01 The Licensee shall obtain and maintain in full force and effect during the term of this agreement policies of liability insurance, insuring both the Licensee and the Licensor against any loss by reason of any of the matters in respect of which the Licensee is required to indemnify the Licensor. The said insurance shall be in amounts and written by insurers which are reasonably satisfactory to the Licensor, and the Licensee shall, upon request, submit to the Licensor copies of such policies or certificates of insurance as evidence of the existence of such coverage.

6.00 MAINTENANCE

6.01 The Licensee shall maintain the Soccer Field in a clean and tidy condition, including the following specific matters:

- (a) Regular litter pick-up;
- (b) Regular maintenance of goal posts and lines; and
- (c) Regular grass cutting.

7.00 SIGNS

7.01 The Licensor agrees that, should it wish to offer the lands upon which the Soccer Field is located for sale during the term of this agreement, it shall place a sign or signs only in locations which have been approved in writing by the Licensee, such approval not to be unreasonably withheld. The Licensee shall provide approval with respect to the location of any sign which does not interfere with the Licensee's use of the Soccer Field pursuant to this agreement.

8.00 ASSIGNMENT

8.01 The Licensee shall not assign or sublet this agreement without the Licensor's written consent thereto, which consent may be arbitrarily withheld by the Licensor in its sole and uncontrolled discretion.

9.00 AGREEMENT BINDING

9.01 This agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

**THE CORPORATION OF THE
CITY OF PETERBOROUGH**

Sylvia Sutherland, Mayor

Nancy Wright-Laking, Clerk

1559643 ONTARIO LIMITED

Name:
Office:

I have authority to bind the Corporation