



LICENSE AGREEMENT PRESCOTT CANADIAN COAST GUARD BASE

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as Represented by the Minister of Fisheries and Oceans Canada, acting through the Regional Director of Real Property, Environment, Safety and Security (the "**Licensor**"),

AND

The Corporation of the Town of Prescott, 360 Dibble St. W., PO Box 160, Prescott, ON K0E 1T0 (the "**Licensee**")

WHEREAS the Licensor is the owner and custodian of properties located at 401 King St. W., Prescott, Ontario, K0E 1T0 , (LT 22 S/S KING ST, 23 S/S KING ST, 24 S/S KING ST, 25 S/S KING ST, 26 S/S KING ST, 24 S/S WATER ST BLK 2 PL 19 PRESCOTT; UNNUMBERED LT BLK 2 PL 19 PRESCOTT), commonly known as the Prescott Canadian Coast Guard Base, all as more particularly shown on the plan hereto annexed and designated Schedule "A", which is hereby incorporated into and forms a part of this License;

WHEREAS the Licensee is the municipal corporation of the Town of Prescott, where the Licensor's property is located;

WHEREAS the Licensee wishes to maintain the flower beds along the King St. side of the Licensor's property, henceforth known as the "Licensed Area", all as more particularly shown on the plan hereto annexed and designated Schedule "B", which is hereby incorporated into and forms a part of this License;

WHEREAS the Licensee shall not use the Licensed Area for purposes other than those set out in this License;

THIS AGREEMENT WITNESSES that in consideration of, and subject to, the terms and conditions set out herein, the Licensor hereby grants permission to the Licensee to use the Licensed Area for the purpose stated herein, and for no other purpose, under the following terms and conditions:

1. DESCRIPTION OF USAGE

The Licensee may by grant of this License maintain the flower/garden beds located within the Licensed Area, including but not limited to any of the activities associated with such



maintenance such as planting, weeding, and watering. The Licensee must provide plans and descriptions for the use of the Licensed Area for the Licensor's approval, so that the Licensor can confirm compliance with the property's plan for Crime Prevention Through Environmental Design (CPTED), as necessary. Access to the Licensor's property beyond the Licensed Area is restricted and must always be approved in writing prior to access, by the on-site authority.

2. HEADING AND CAPTIONS

Headings and section numbers are inserted for convenience of reference only and are not to be considered when interpreting this License.

3. TERM

The term of this agreement shall be from June 1, 2024 – May 31, 2029, with an optional renewal term of a further period of five (5) years at the Licensee's request, and up to the discretion of the Licensor. The Licensee understands that the agreement can be terminated by the Licensor at any time via written correspondence as specified in Section 9 (Notice).

4. LICENSE FEE

Total consideration for the use of the Licensed Area is \$1.00 and the Licensor hereby acknowledges the receipt and sufficiency of this consideration.

5. TITLE

This License does in no way give legal title or leasehold interest to the Licensee or ownership of any Crown property located within the Licensed Area or Licensor's property.

6. INDEMNIFICATION

The Licensee agrees to indemnify and save harmless the Licensor, His Ministers, officials, employees and agents against all claims and demands, losses, costs, damages, actions or other proceedings as a consequence of claims or demands against them, or any one of them, relating to losses, damages or injuries suffered by any person in relation to the Licensed Area, or in connection with the Licensee's use and occupation of the Licensed Area.

7. LICENSOR'S PROPERTY

The Licensee agrees to assume full responsibility for the care of the Licensed Area during their occupation, and to assume all risk of loss, damage, or injury to their self, their servants, agents, employees or licensees.

8. DAMAGES

The Licensee shall not be responsible for any damage or loss to the Licensed Area arising from circumstances, acts or conditions beyond control, or due to "force majeure", which is defined as an act of nature, unforeseeable circumstances, or uncontrollable events.



9. NOTICE

Any notice, consent, approval, waiver, advice, demand or communication to be given, made or provided hereunder shall be in writing, signed by a party and deemed to have been duly given by its delivery, personally, by electronic mail or by its being sent by mail, postage prepared to the other party at the following address:

In the case of the Licensor for license information:

Fisheries and Oceans Canada
Real Property Management – Real Property Officer
520 Exmouth St. Sarnia, ON N7T 8B1
E-mail: DFO.OPRPESSClientServices-ServicesauxclientsBIESSOP.MPO@dfo-mpo.gc.ca

On-site Authority for the Licensor:
Drew Thorpe
401 King St. W., Prescott, Ontario, K0E 1T0
Email: drew.thorpe@dfo-mpo.gc.ca

In the case of the Licensee:
Mathew Armstrong
360 Dibble St. W. PO Box 160, Prescott, ON K0E 1T0
E-mail: marmstrong@prescott.ca

Notice shall be deemed to have been received one business day following the date of its delivery in the case of electronic mailing, or in the case of mailing, five business days after postal receipt is acknowledged.

10. ENVIRONMENTAL DAMAGE

The Licensee is liable for any environmental damage to the Licensed Area caused during their occupation, except for:

- a) any environmental damage to the Licensed Area caused by the previous occupation of the Licensed Area by other persons, organizations, or the Licensor;
- b) any environmental damage to the Licensed Area arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement.



11. ENVIRONMENTAL PROTECTION

- a) The Licensee agrees to clean up, at its expense, to then current federal and provincial standards, any part or all of the Licensed Area contaminated by it or its employees or its agents or its contractors and their subcontractors during the term of this License or any renewal of it immediately upon becoming aware of the contamination;
- b) The Licensee shall not place or deposit, or cause or permit to be placed or deposited, any fill, sand, gravel, detritus, waste, debris or other materials, articles or things on the said premises which may form a deposit thereon or therein without the prior consent, in writing, of the Regional Director;
- c) The Licensee shall not process, use, deposit or store on the said premises or in its subsoil any toxic substance, as defined in the *Canadian Environmental Protection Act*, nor any other substance that constitutes or may constitute a danger to the environment or to human life or health;

12. APPLICABLE LAW

This License shall be interpreted and enforced according to the laws of the Province of Ontario and the laws of Canada.

13. ENTIRE AGREEMENT

This License contains the entire agreement between the Licensor and the Licensee and supersedes all negotiations, communications and previous agreements between the Licensor and the Licensee.

14. INVALIDITY OF PROVISIONS

The invalidity or unenforceability of any provision of this License, or any covenant in this License, shall not affect the validity or enforceability of any other provision or covenant in this License. Any invalid provision or covenant is severable.

15. SUCCESSION PROVISION

This License shall inure to the benefit of and be binding upon the Licensor and the Licensee and the Licensor and the Licensee's successors and assigns.

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF this agreement has been executed by **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as Represented by the Minister of Fisheries and Oceans Canada, acting through the Regional Director of Real Property, Environment, Safety and Security

The representatives of **The Corporation of the Town of Prescott**

Per: _____

Per: _____

Title: _____

Title: _____

Date: _____

Date: _____

The representative of **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as Represented by the Minister of Fisheries and Oceans Canada, acting through the Regional Director of Real Property, Environment, Safety and Security

Per: _____

Lisa Young
a/Regional Director, Real Property,
Environment, Safety and Security



Schedule "A"

Property of the Licensor: 401 King St. W. Prescott, Ontario

Property Details

GeoWarehouse Address:

Not Available
PRESCOTT

PIN: 681620081

Land Registry Office: GRENVILLE (15)

Land Registry Status: Active

Registration Type: Certified (Land Titles)

Ownership Type: Freehold



Ownership

Owner Name:

HIS MAJESTY KING GEORGE THE FIFTH REPRESENTED BY THE HONOURABLE THE MINISTER OF MARINE AND FISHERIES; HIS MAJESTY, KING EDWARD THE SEVENTH, REPRESENTED HEREIN BY THE HONOURABLE THE MINISTER OF MARINE AND FISHERIES; HER MAJESTY THE QUEEN IN RIGHT OF CANADA



Examples of flower/garden beds within the area to be maintained:
(Source: Google Maps)

