

## LEASE AGREEMENT FOR DIRECTIONAL BLADE SIGNAGE

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

BETWEEN

**1091711 ONTARIO LTD.**

(hereinafter referred to as the "Licensee")

– And –

**THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE**

(hereinafter referred to as the "Municipality")

**WHEREAS** the Licensee owns PLAN 172 Lots A, Part Lot B, Harbour N/S known municipally as 249 Harbour Street (formerly Town of Kincardine) situated in the Municipality;

**AND WHEREAS** the Municipality owns the roads known as Queen Street, Durham Street and Harbour Street;

**AND WHEREAS** two (2) directional signs are owned or controlled by the Licensee, intrude upon the municipal property as shown in Schedule A to this Agreement;

**AND WHEREAS** the Municipality agrees to permit the directional blade signage to continue upon the municipal property on certain terms and conditions as set out;

**IN CONSIDERATION** of other good and valuable consideration and the sum of \$2.00 of lawful money of Canada now paid by the Licensee to the Municipality (the receipt whereof is hereby acknowledged) the Municipality grants, subject to the provisions set forth, to the Licensee, a Licence to permit the directional blade sign upon the lands of the Municipality, subject to the following provisions:

1. The term of this agreement shall expire on the earlier of:
  - (i) Five (5) years from the date of passage of this agreement, provided that, at the expiry of the term and at the Licensee's request, Council of the Municipality may, at its discretion, extend the term for such period of time and on such terms and conditions as it deems advisable;
  - (ii) The date of removal of the directional blade signs; or
  - (iii) The date of the sale or transfer of the lands described as Plan 172 Lot A, Part Lot B, Harbour N/S unless the Municipality at the request of the purchaser or transferee of the lands approved an extension and assignment of this agreement and the purchaser or transferee has executed the extension and assignment agreement prepared by the Municipality.
2. In the event of the Municipality at any time enacting a by-law levying a tax upon all encroachments of buildings or other structures over, under or upon any highway, street, lane, road allowance or easement in the Municipality, the Licensee shall pay forthwith on demand whatever tax may be levied in respect of the Encroachment upon the municipal property.
3. The Licensee shall at its own cost, charge, and expense and to the satisfaction of the Municipality:
  - (i) Cover all costs associated with sign purchase and installation;
  - (ii) Maintenance for the directional blade sign to be kept in a good and proper state of repair and safety;
  - (iii) Make no additions or modifications to the directional blade sign which are not authorized or contemplated by this agreement; and
  - (iv) Comply with such further and additional requirements, as may be required by the Municipality, acting reasonably.

4. The Licensee agrees to indemnify and hold harmless the Municipality from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses and for any and all liability for damages to property and injury to persons (including death) which the Municipality may incur, otherwise than by reason of their own negligence or willful misconduct, as a result of or arising out of or in relation to any breach of the terms of this Agreement, or the Municipality's own negligence or willful misconduct.
5. Where, in the opinion of the Municipality, it is necessary to remove or alter the directional blade sign or part thereof, the Licensee shall, receive notice in writing from the Municipality without being entitled to any compensation whatsoever for such alteration or removal and restoration. The Licensee and the certificate of the Municipality as to the cost of such alteration or removal and restoration shall be final and binding upon the Licensee and the Municipality may recover such costs from the Licensee in like manner as taxes.
6. Nothing contained herein shall be construed as giving to the Licensee anything more than permission to maintain the directional blade sign until such time as this agreement expires or is terminated or the removal of such directional blade sign may be required as provided.
7. The parties acknowledge and agree that no length of time of, or enjoyment by the Licensee of the permission granted herein shall ensure to, or give any right, title or interest to the Licensee or its successors in title, of the municipal property or any right to maintain the proposed directional blade sign upon the municipal property, or shall deprive the Municipality by the operation of any limitation period or otherwise of any right to require the removal of the directional blade sign or any restoration of the municipal property to the satisfaction of the Municipality at the Licensee's expense.
8. The Licensee hereby covenants and agrees that at the time that the directional blade sign is removed in whole or in part, or is in need of replacement, and in any event, upon the expiry or termination of this agreement, that the works formerly comprising such sign shall be removed, at the Licensee's sole expense, so that they are located entirely off the municipal property and at such time, this agreement shall become null and void and be of no further effect.
9. The Licensee covenants and agrees that the Municipality, and its respective officers, servants, workers, employees, agents and contractors under its control or supervision or any of them shall have the right from time to time and at all reasonable times during the currency of this agreement, to enter in and upon the lands described in Schedule "A" or any part thereof, with all necessary workers, plant, equipment and material for the purpose of inspecting, altering or removing the directional blade sign from the municipal property in accordance with this agreement. Such inspection shall not free or relieve the Licensee in any way whatsoever from the liability under the covenant set out to keep and maintain the sign in good and proper repair and condition.
10. The parties acknowledge and agree that this Agreement does not in any way whatsoever diminish the rights of the Municipality, or any gas, telephone, telegraph, electric light or other public utility company, their respective officers, servants, workers, employees, agents and contractors, to enter at all times upon the municipal property for the purpose of constructing, repairing, maintaining, replacing or removing any sewers, mains, culverts, drains, water pipes, poles, wires or otherwise underground services and installations and appurtenances thereto. The Licensee shall not be entitled to any damages or compensation by reason of the exercise of the Municipality or utility company's rights contained in this clause and the Licensee at its own expense shall carry out such alteration or removal of the sign as the Municipality may direct pursuant to the exercise of the Municipality's or utility company's rights.

- 11. The Licensee agrees that any and all costs, sums and expenses paid, incurred or sustained by the Municipality as herein provided shall form and constitute a charge or lien on the lands set out in Schedule "A" attached hereto, until fully paid.
- 12. The Licensee covenants and agrees not to assign or to transfer this agreement to any successor or assignee of the premises described in Schedule "A" without the consent of the Municipality and if such assignment is agreed the Licensee will obtain from such successor or assignee a covenant in favour of the Municipality that the successor or assignee will be bound by all of the terms and conditions of this agreement from and after the date of its assignment as aforesaid, it being the intention that the owner from time to time of the lands an premises described in Schedule "A" shall have the benefit of and be liable for performance of the obligations contained in this agreement.
- 13. The Licensee agrees that for the purpose of this agreement, notice may be given to the Licensee by mailing the same, by prepaid registered mail, addressed to the Licensee at its address as last known to the Municipality pursuant to the most recent revised assessment rolls. Such notice shall be deemed to have been received by the Licensee seven (7) days following the date when it was handed to the post office.
- 14. The Licensee agrees to pay the Municipality an annual fee of \$200.00 (\$100.00 per sign) during each calendar year of the term of this agreement. The payment is to be made annually on the property tax bills.
- 15. The Licensee shall, at all times during the life of this license agreement, be subject to all laws, by-laws and regulations now or hereinafter enacted, to all statues, orders and rules made or to be made by a lawfully constituted authority having jurisdiction therein.
- 16. This agreement and everything herein contained shall run with the lands described in Schedule "A" and inure to the benefit of and be binding upon the parties, their heirs, executors, administrators, successors, and assigns.
- 17. This agreement shall be read with all changes of gender or number required by the context.

IN WITNESS WHEREOF the parties have set their hands and corporate seals attested by the hands of their respective officers duly authorized in that behalf.

**1091711 ONTARIO LTD.**

\_\_\_\_\_  
Daniel Showalter, Owner

\_\_\_\_\_  
Jen Showalter, Owner  
We have the authority to bind the Corporation

**THE CORPORATION OF THE  
MUNICIPALITY OF KINCARDINE**

\_\_\_\_\_  
Kenneth Craig, Mayor

\_\_\_\_\_  
Jillene Bellchamber-Glazier, Chief Administrative Officer  
We have the authority to bind the Corporation

SCHEDULE A

Queen Street & Harbour Street



Durham Street & Queen Street

