

LICENSE OF LAND FOR RAMP

THIS AGREEMENT is made the day of January, 2016.

BETWEEN:

The Governing Council of Armstrong Investment Co. II
(the "Licensee")

and

The Corporation of the Town of Fort Frances
(the "Licensor")

WHEREAS:

- A. The Licensee is the owner of lands and premises (herein referred to as the "Armstrong Investment Co. II"):
 - (a) PCL 2-1 SEC SM163; LT 2 PL SM163 MCIRVINE; LT 3 PL SM163 MCIRVINE S/T SLT59479; T/W SLT59480; FORT FRANCES
 - (b) municipally described as 343 Scott Street, Fort Frances, Ontario;
- B. The Armstrong Investment Co. II Property fronts on lands owned by the Licensor municipality (herein the lands owned by the Licensor municipality are referred to as "Scott Street");
- C. The portion of Scott Street immediately fronting the Armstrong Investment Co. II Property (such portion of Scott Street immediately fronting the Armstrong Investment Co. II Property is herein referred to as the "Portion Scott Street") currently has on its surface a cobblestone sidewalk; and
- D. The Licensee wishes, for the benefit of itself and its customers, to construct, maintain, and use, the surface of that part of Portion Scott Street shown outlined in red (herein, the "Area Outlined in Red") on **Schedule 1** attached to and forming part of this Agreement, for the purpose of an accessibility ramp (herein sometimes referred to as the "Ramp" or the "Use").

IN CONSIDERATION of the sum of Two Dollars (\$2.00) now paid by the Licensee to the Licensor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensee and Licensor (collectively the "Parties", individually a "Party") agree as follows:

1. Subject to and on the terms and conditions contained in this Agreement, the Licensor hereby grants to the Licensee, a non-exclusive license (the "License") to

use the Area Outlined in Red the sole purposes of the Use.

2. Notwithstanding anything contained in this Agreement, either Party shall have the right and be entitled to terminate the License by giving the other Party 90 days notice of termination.
3. The Licensee covenants with the Licensor:
 - (a) that the Area Outlined in Red is herein licensed to permit the Use in its present condition, on a non-exclusive basis, and without representation or warranty, either express or implied, as to condition, fitness for purpose, or otherwise, and shall be used by the Licensee for the Use and for no other purpose;
 - (b) to, at its sole cost and expense, comply with all federal, provincial, and municipal laws, by-laws, rules, and regulations (collectively, the "Laws") for or relating to the construction, use, or otherwise, of the Ramp, including obtaining all required permits and licenses;
 - (c) to, at its sole cost and expense, construct the Ramp in accordance with the plans and specifications (the "Plans and Specifications") submitted by the Licensee to the Licensor municipality and the requirements of all authorities having jurisdiction, and all applicable Laws [including, without limitation, the Ontario Building Code Act, 1992, S.O. 1992, c. 23 and the regulations thereunder, as amended (collectively herein sometimes referred to as the "Act")]. Further, notwithstanding anything contained in this Agreement, the Licensee shall ensure that the Ramp is constructed:
 - (i) in such a manner and otherwise to the satisfaction of the Licensor municipality so that the building sewer clean out access lid (the "Sewer Clean Out") and water shut off valve (the "Valve") remains fully accessible and adjusted to suit the new ground elevations and in any event satisfactory to the Licensor municipality; and
 - (ii) in such a manner and otherwise to the satisfaction of the Licensor municipality so that the Valve box lid and Sewer Clean Out lid is set level with the finished surface of the Ramp, and it shall be the responsibility of the Licensee to arrange and pay for any alterations and otherwise as required to the Valve box and Sewer Clean Out Lid and otherwise to facilitate same; and
 - (iii) in such a manner and otherwise to the satisfaction of the Licensor municipality so that the Ramp's overall width be minimized to minimum Ontario Building Code compliance to limit the encroachment, allow maximum path of travel when not on the ramp, and make snow removal easier;

- (d) that the Plans and Specifications have been prepared in a good and workmanlike manner, and that the Plans and Drawings and all works shown thereon comply with all applicable Laws (including, without limitation, the Act) and the requirements of all authorities having jurisdiction;
- (e) to, at its sole cost and expense and within 45 days of completion of construction of the Ramp, have prepared, and provide to the Licensor, a plan of survey which shows the location of the Ramp, as built, within the Area Outlined in Red, and confirming that the Ramp does not extend outside the Area Outlined in Red;
- (f) to, at its sole cost and expense, at all times keep clean, and repair and maintain (including, without limitation, snow removal and otherwise) the Ramp in a good state of repair and well - ordered condition, in accordance with all applicable Laws, and to the standards and otherwise required of municipalities [including, without limitation, as required by O. Reg. 239/02, as amended (minimum maintenance standards for municipal highways), pursuant to the Municipal Act, 2001, S.O. 2001, c. 25, as amended];
- (g) to, during construction or otherwise, not to obstruct, impair, or damage, any property surrounding the Area Outlined in Red;
- (h) that no deviations or changes shall be made to the Plans and Specifications and no construction shall take place contrary to such Plans and Specifications without the prior written approval of the Licensor municipality;
- (i) to expeditiously repair, at its sole cost and expense, to the satisfaction of the Licensor all damage to the property of the Licensor and others caused by any exercise of the Licensee's rights under this Agreement;
- (j) that the Licensee shall indemnify and hold harmless the Licensor from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, "Claims"), by whomever made, sustained, brought or prosecuted [including, without limitation, for bodily injury (including death), personal injury, and property damage] directly or indirectly arising out of or resulting from:
 - (i) the existence of the Ramp;
 - (ii) the use of the Area Outlined in Red or any part thereof by the Licensee or others;

- (iii) the Licensor having granted the License; or
 - (iv) in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Licensee or its respective directors, officers, agents, employees, independent contractors, or other representatives in the course of performance of the Licensee's obligations under, or otherwise in connection with the Use or this Agreement;
 - (k) to, at its sole cost and expense, obtain and maintain or cause and ensure that it and its contractors and subcontractors obtain and maintain, in a form and with an insurance company satisfactory to the Licensor, comprehensive general liability insurance policies which shall include coverage for bodily injury and death, personal injury, property damage including loss of use thereof, blanket contractual liability, and employer's liability with coverage including the operations and activities of the Licensee or its respecting directors, officers, agents, employees or independent contractors in an amount not less than \$5,000,000.00 per occurrence (or such other amount as may be agreed to by the Licensor). Each policy of insurance shall name the Licensor as an additional insured and shall contain cross-liability and severability of interest clauses of standard wording. The Licensee hereby undertakes to furnish the Licensor with Certificates of Insurance from time to time and upon the request of the Licensor to demonstrate the continuance in force of the said insurance policy; provided that any insurance coverage required hereunder by the Licensor shall in no manner restrict or limit the obligations of the Licensee pursuant to this Agreement; and
 - (l) that it shall, upon termination of this License, remove the Ramp and all fixtures and chattels belonging to it, at its sole cost and expense, within 90 days, with all damage, if any, caused by such removal made good by it, and to restore the Area Outlined in Red to its original condition.
4. The Licensee accepts the Area Outlined in Red "as is", in the condition existing as at the date of the execution of this Agreement, without warranty as to fitness, condition, or otherwise.
 5. The Licensor shall have no responsibility or liability whatsoever for damage of any kind to the Ramp.
 6. Notwithstanding anything contained in this Agreement, the Licensor shall have the right, and be entitled to, in the event the Licensee:
 - (a) permits any conduct or act which in the reasonable opinion of the Licensor

is improper, or renders it inadvisable that the Licensee should be allowed the License granted hereby, or to continue carrying on the Use; or

- (b) fails to comply with or fulfill the terms and conditions contained in this Agreement

terminate this License and take possession of the Ramp, and, at the cost of the Licensee, remove the Ramp from the area in question, by force if necessary, and the Licensor shall not be liable in damages or otherwise by reason of any such actions.

- 7. The Licensee acknowledges and agrees that the Licensor may register a notice of this Agreement on or against title to the Salvation Army Property and all legal and other costs associated therewith shall be paid by the Licensee.
- 8. (a) No condonation, excusing, or overlooking by the Licensor of any default, breach, or non-observance of any of the Licensee's obligations under this Agreement at any time or times shall affect the Licensor's remedies or rights with respect to any other (even if by way of continuation) default, breach, or non-observance.
- (b) No waiver shall be inferred from or implied by anything done or omitted by the Licensor.
- (c) All rights and remedies of the Licensor under this Agreement shall be cumulative and not alternative.
- 9. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or facsimile to the Licensee at:

343 Scott Street
Fort Frances, Ontario
P9A 1H1

and to the Licensor at:

320 Portage Avenue
Fort Frances, Ontario
P9A 3P9

Attention: Clerk

or at such other address as the Licensor and the Licensee may designate from time to time. Any such notice shall be conclusively deemed to have been given and

received upon the same day if personally delivered or sent by facsimile or, if mailed, 3 business days after the same is mailed. Any Party may, at any time by notice given in writing to the other Party, change the address for service of notice given in writing to the other Party, change the address for service of notice on it.

10. This Agreement is the entire agreement between the Parties hereto with respect to the non-exclusive license of the Lands and the Use and supersedes any prior agreement whether oral or written and may only be amended with a written instrument signed by the Parties.
11. All of the provisions of this Agreement shall be treated as separate and distinct and if any provision hereof is declared invalid the other provisions shall nevertheless remain in full force and effect as an original.
12. (a) Any obligation of the Licensee which arises prior to, or is outstanding on, or is unfulfilled on, the expiry or other termination of this Agreement [and in particular, but without limitation, the provisions of paragraph 3(j) of this Agreement] shall survive the expiry or termination of this Agreement.

(b) The termination of this Agreement by expiry or otherwise shall not affect the liability of the Licensee to the Licensors with respect to any obligation under this Agreement [and in particular, but without limitation, the provisions of paragraph 3(j) of this Agreement] which has accrued up to the date of such termination but has not been properly satisfied or discharged.
13. This Agreement may be executed in counterpart and by facsimile, with a facsimile signature being of the same force and effect as an original.
14. Neither this Agreement nor any interest in it, nor the non-exclusive License granted herein nor any interest therein, is transferable nor assignable by the Licensee without the prior written consent of the Licensors.
15. This Agreement shall be construed and governed by the laws of the Province of Ontario.
16. This Agreement shall be binding upon and shall enure to the benefit of each of the Licensee and the Licensors and their respective successors and (where permitted) assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

The Governing Council of Armstrong Investment Co. II

per: _____

Name:

Title:

per: _____

Name:

Title:

OWNER

I/we have the authority to bind the Corporation

The Corporation of the Town of Fort Frances

per: _____

Name: R. Avis

Title: Mayor

per: _____

Name: E. Slomke

Title: Clerk

I/we have the authority to bind the Corporation

Schedule 1

Area Outlined in Red



LIBRARY, DOWLING CORRELATION
2144 DG
ALICE STREET EAST, SUITE 1000
TOWSON, MARYLAND, MD 21204
CONTACT: MARGA B. THOMAS
PHONE: 410/549-1122

The figure consists of two maps. The top map, titled 'KEY PLAN', shows a detailed view of the proposed site, which is a rectangular area labeled 'PROPOSED SITE' and '10,000 SQ. FT.'. The site is bounded by 'SCOTT STREET' to the north and 'HAYDEN' to the south. A 'POSTAGE STORAGE' area is located to the east of the site. The bottom map, titled 'LOCATION MAP', shows the site's location within a larger street grid. The site is located at the intersection of 'SCOTT STREET' and 'HAYDEN'. The 'POSTAGE STORAGE' area is also shown to the east of the site. The maps are oriented with North at the top.

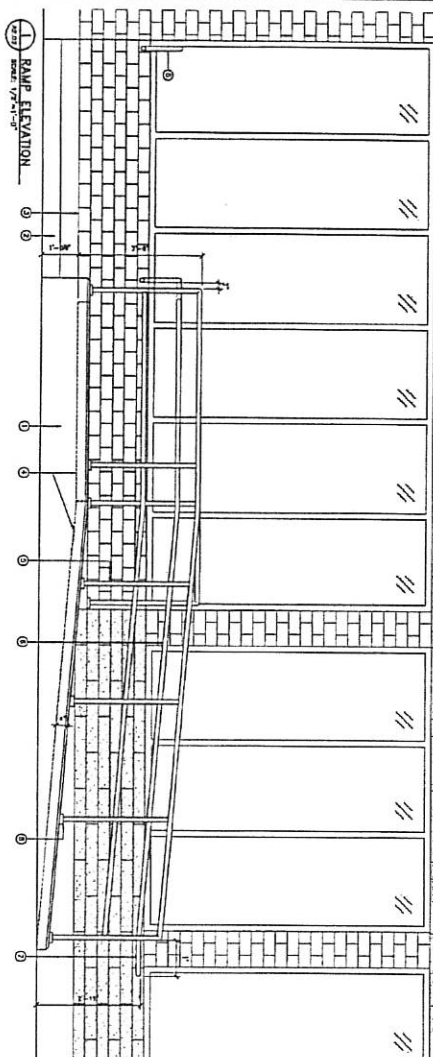
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ARCHITECT & ENGINE CONSULTANTS
Firm Name
200 E. 17th Street, Suite 2000
New York, NY 10003-3209
Tel. 212 692-9779 Fax 212 692-9772

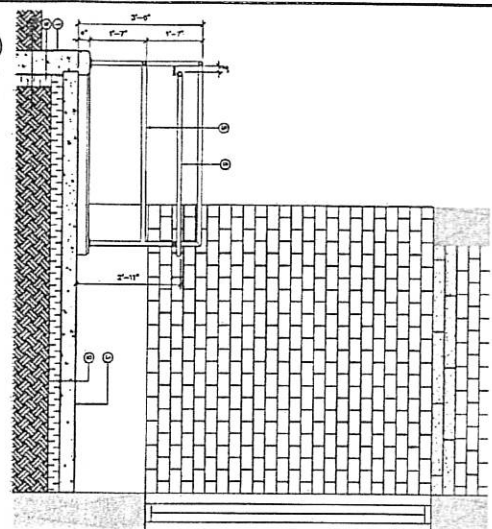
STRUCTURAL
Firm Name
140 West 57th Street, Suite 2020
New York, NY 10019-3009
Tel. 212 692-9779 Fax 212 692-9772

PROJECT NORTH

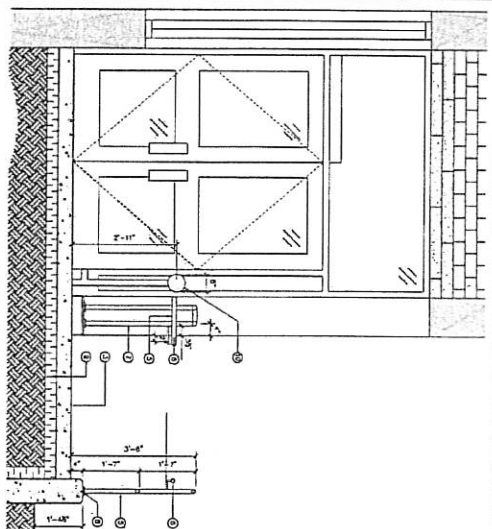
TITLE SHEET AND CODE ANALYSIS	Part 1	SA	DISCLOS	AL/PH
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① RAMP ELEVATION
AS OF
SHEET: 1/2" = 1'-0"



2
AS 07
RAMP SECTION
SCALE: 3/8"=1'-0"



3 RAMP SECTION
SCM/L 3/π²=1'-0"

WALL-TO-WALL
Daily News Service

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

ARCHITECT & PROJECT CONSULTANT

STRUCTURAL

For post
to R. (one stamp) & add 60¢ for
returning, or send self-
pay and save 60¢ No need for re-

1

PROJECT WITH

RBC BRANCH TR1592
MAIN ENTRANCE
EXTERIOR RAMP
348 N. 22ND ST. #100
P.O. BOX 10000, TAMPA, FL 33611

ELEVATIONS AND SECTIONS

DATE	SA	COSTS	AMOUNT
12/1/00			
12/2/00			
12/3/00			
12/4/00			
12/5/00			
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12/31/00			

A2.02

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DIALOG

407 PLAN
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IMPERIAL
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PROJECT & FINE CONSULTANT
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STRUCTURAL ENGINEER
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PROJECT NORTH
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MAIN ENTRANCE
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PART FOUNDATION PLAN
 AND SECTIONS
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