

INDEMNITY AGREEMENT

WHEREAS The Corporation of the Town of Fort Frances (the "Town") wishes to use the property (the "Property") municipally known as **Roll 59 12 030 007 146 00 Eighth Street East PLAN SM143 PT BLK 1 PCL19562 PT RIV R LOT 19 PCL 10376**, Fort Frances, Ontario, which Property is owned by **George Armstrong Company Limited** (the "Owner"), for the purpose of, among other things, the Town and the residents of Eighth Street East and Minnie Avenue North in Fort Frances having and being able to have road access and ingress and egress, with or without motor vehicles, to and over the Property during the Mill Road overpass reconstruction project and matters and things relating thereto (collectively, the "Purpose").

WHEREAS the **Owner** agrees to permit the Town, and its employees, members, volunteers, guests, agents, representatives, and subcontractors, and the residents, to have use of and access to and over the Property for the Purpose, subject to the Town entering into this indemnity agreement (the "Agreement").

NOW THEREFORE the Town and the Owner agree as follows:

1. The term of this Agreement shall commence on the date of its execution and terminate on November 1, 2018.
2. The Owner grants permission for the use of the Property for the Purpose.
3. The Town shall respect applicable laws and regulations and shall obtain, if applicable, such permits, licenses or other authorizations as may be required in connection with the its use of the Property for the Purpose.
4. The Town acknowledges that the Owner makes no representations as to the fitness of the Property for the Purpose. The Owner agrees that the Owner shall not move or otherwise interfere with any equipment, gates, locks or other things the Town installs in or onto the property.
5. Upon the expiry of this Agreement, the Town agrees to leave the Property in a clean and tidy condition.
6. The Town undertakes to perform or have performed, and to pay for, such environmental site assessments or environmental remediation work that may be required pursuant to applicable law, further to any discharge, leakage or spillage of environmental contaminants resulting from its activities on the Property.
7. The Town shall maintain in full force and effect, at its expense commercial general liability insurance with coverage to include, but not be limited to, bodily injury, personal injury, property damage, and non-owned automobile, and having an inclusive limit not less than \$2,000,000 per occurrence, naming the Owner as additional insured as respect to the Town's activities on the property.
8. The User agrees, upon request of the Owner, to provide the Owner with confirmation of insurance as set out in paragraph 7 above.
9. The Town agrees to indemnify, protect and hold the Owner harmless from and against all actions, claims, demands, or other proceedings instituted by any persons as a result of damages caused by the Town in connection with the Town's activities on the Property.
10. The Owner reserves the right, should the Town be in breach of this Agreement, upon 20 days prior written notice to the Town, to revoke the permission granted herein. No compensation will be paid to the Town upon such revocation by the Owner.
11. The permission herein granted by the Owner does not confer to the Town any permanent right of passage or easement on or over the Property, nor does it confer any other permanent right in the Property whatsoever.

12. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the Parties have executed this Agreement under seal this _____ day of July, 2018.

**GEORGE ARMSTRONG COMPANY
LIMITED**

**THE CORPORATION OF THE TOWN OF FORT
FRANCES**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

I/we have the authority to bind the Corporation

I/we have the authority to bind the Corporation