

## **Schedule A to By-Law 2019-XXX**

### **Land Use Agreement between the Corporation of the Municipality of Brockton and Arthur Neil MacKay and Nancy Joan MacKay**

Arthur Neil MacKay and Nancy Joan MacKay (the "Licensors") agrees to license a portion of the property owned by them and located at address Concession A Lot 21 and Part Lot 22, geographic Township of Greenock, Municipality of Brockton as depicted on Schedule "A" attached hereto (the "Property"), for a total fee of eight hundred dollars (\$800.00) to the Municipality of Brockton (the "Licensee").

#### **Property Use:**

The Property shall be used by the Licensee for events and activities related to the Pickin' by the Pond event, and any uses ancillary to that event

#### **Duration:**

The land use agreement shall commence on June 15, 2019 and continue through until July 15, 2019 inclusive for a total of 31 days. The fee of eight hundred dollars (\$800.00) shall be due and payable from the Licensee to the Licensors on or before September 15, 2019.

#### **Licensee Rights and Responsibilities:**

The Licensee agrees to maintain the Property in a state of cleanliness, and to repair any damage caused thereto by its own wilful or negligent conduct or that of persons who are permitted on the Property by it. The Licensors will not cut down timber, assign this License without the prior consent of the Licensee, such consent not to be arbitrarily or unreasonably withheld. The Licensee shall not carry on any business that may be deemed a nuisance or by which the insurances of the Property would be increased, and shall leave the Property in good repair, reasonable wear and tear and damage by fire, lightning, tempest or other force majeure excepted.

#### **Licensors Rights and Responsibilities:**

The Licensors shall have the right to use the Property, and to remove the hay crop during the term of this License.

#### **Rules and Regulations:**

The Licensee agrees to act lawfully and will operate at all times in accordance with all applicable laws and codes.

#### **Liability for Damage to Property or Person:**

The Licensee assumes all risk of damage to or loss of its equipment howsoever caused and does release the Licensors from all claims and demands with respect thereto including to or loss of equipment arising from the act, default or omission of the Licensors, its agents, servants, employees, subcontractors, customers, invitees or licensees or resulting from any cause whatsoever (save and except damage or loss resulting solely from the Licensors' wilful or reckless disregard or gross negligence).

#### **Insurance:**

The Licensee covenants with the Licensors to maintain throughout the term of this land use agreement adequate third party liability insurance coverage with the Licensors as a named insured, to provide proof of insurance coverage to the Licensors on demand

**Enurement:**

It Is Hereby declared and agreed that the expressions "Licensor" and "Licensee", wherever used in this Indenture, shall, when the context allows, include, be binding on and ensure to the benefit of not only the parties hereto, but also their respective executors, administrators and assigns.

**Read, Enacted, Signed and Sealed this 28<sup>th</sup> day of May, 2019.**

Signed on Behalf of the Licensors

\_\_\_\_\_  
Arthur Neil MacKay

\_\_\_\_\_  
Nancy Joan MacKay

Signed and Sealed on Behalf of the Corporation of the Municipality of Brockton

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Mayor – Chris Peabody

\_\_\_\_\_  
Clerk – Fiona Hamilton

**"Schedule A" to "Schedule A" to By-Law 2019-XXX  
MacKay Land License**

