

The Corporation of the Municipality of Brockton



By-Law 2019-051

Being a By-Law to Authorize the Signing of an Agreement With Arthur Neil MacKay and Nancy Joan MacKay for the Purpose of Licensing Land for Use by Pickin' by the Pond Music Festival.

Whereas The Council for the Corporation of the Municipality of Brockton deems it expedient to enter an agreement with Arthur Neil MacKay and Nancy Joan MacKay with respect to licensing land for use by the Pickin' by the Pond Music Festival;

And Whereas Arthur Neil MacKay and Nancy Joan MacKay, are the owners of ten (10) acres of land legally known as Concession A Lot 21 and Part Lot 22, geographic Township of Greenock, Municipality of Brockton.

And Whereas the Corporation of the Municipality of Brockton is desirous of licensing such land for use and occupation for the Pickin' By the Pond activities for a period of 31 days from the 15th day of June 2019 up to and including the 15th day of July, 2019.

Now Therefore the Council of the Corporation of the Municipality of Brockton enacts as follows;

- 1.0 That The Corporation of the Municipality of Brockton Council hereby enter into an agreement with Arthur Neil MacKay and Nancy Joan MacKay which is attached as "Schedule A" and forms part of this By-Law;
- 2.0 The execution by the Mayor and Clerk of said agreement dated May 28, 2019, between the Corporation of the Municipality of Brockton and Arthur Neil MacKay and Nancy Joan MacKay is hereby authorized, ratified, and confirmed.
- 3.0 This By-Law shall come into full force and effect upon final passage.
- 4.0 This By-Law may be cited as the "MacKay Pickin' by the Pond 2019 Land License Agreement By-Law".

Read, Enacted, Signed and Sealed this 28th day of May, 2019.

Mayor – Chris Peabody

Clerk – Fiona Hamilton

Roll Number 4104-310-002-33600-0000

Schedule A to By-Law 2019-051

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 Licensee will not cut down timber, assign this License without the prior consent of the Licensors, 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 28th 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

Mayor – Chris Peabody

Clerk – Fiona Hamilton

**"Schedule A" to "Schedule A" to By-Law 2019-051
MacKay Land License**

