

Licence of Occupation Agreement

This Agreement made in triplicate, effective as of the 15th day of July, 2025.

Between:

His Majesty the King in Right of Ontario,

As represented by the Minister of Environment, Conservations and Parks
(hereinafter called the "Ministry")

-And-

The Corporation of the Township of North Kawartha

(hereinafter called the "Township")

Whereas:

1. Kawartha Highlands Provincial Park (the "Park") established under the Provincial Parks and Conservation Reserves Act, 2006, S.O. 2006, c. 12 is comprised of the lands set apart for it as described in O. Reg. 316/07 made under the Act and is dedicated to the people of Ontario and visitors for their recreational enjoyment and other benefits;
2. Subsection 35 (2) of the Act provides the superintendent in charge of a provincial park with the authority to enter into agreements for the development and operation of facilities and the provision of services in respect of the park;
3. The Township owns property described as: Part of the Original Shore Road Allowance in front of Lot 13, Concession 6, geographic Township of Anstruther, now Township of North Kawartha, being PIN No. 28313-0113 (LT) (hereinafter referred to as the "Township Lands");
4. The Ministry wishes to reconstruct, own and maintain an existing dock that will encroach and occupy part of the Township Lands being Part of the Original Shore Road Allowance along the shoreline of Rathbun Lake, adjacent to Lot 13, Concession 6, in the area shown on the map attached hereto as Appendix A (hereinafter referred to as the "Subject Area") for free use of the public, which shall, among other things, provide a benefit to users of the Park and has requested that the Township grant a licence agreement to permit said encroachments (hereinafter referred to as the "Encroachments");
5. The Council of the Township of North Kawartha deems it desirable to grant to the Ministry a licence for the Encroachments on the Township lands;
6. The Parties agree that the Ministry will be responsible for the construction and maintenance of the dock, in accordance with the terms and conditions of this Agreement

Now Therefore This Agreement Witnesses that in consideration of the mutual covenants contained in this Agreement, the parties therefore agree as follows:

- 1) This Agreement shall commence on the effective date specified at the top of this Agreement and expire on December 31, 2034, unless terminated on an earlier date in accordance with the terms of this Agreement.
- 2) The Township hereby grants to the Ministry a licence to allow the encroachment of a dock over the Subject Area, and the right to access and use the Subject Area for the purposes of this Agreement, subject the terms, clauses and conditions contained in this Agreement. No other works or encroachments are to take place or be located on the Township Lands unless specified by this Agreement.
- 3) The Ministry shall at its own expense keep and maintain the Encroachments in good and proper repair and condition at all times.
- 4) The Ministry agrees that this Agreement shall be binding on the Ministry's heirs, successors, administrators and assigns, and shall run with the Park lands described in O.Reg. 316/07.
- 5) The Ministry agrees to execute such further and other documents, consents or applications as required for the purposes of giving effect to the provisions of this agreement. The Ministry covenants and agrees to obtain a similar covenant from any successor, heir or assign and shall provide actual notice of this Agreement to such persons (hereinafter referred to as a "Purchaser"). The Ministry shall obtain from any Purchaser a similar covenant to provide actual notice to any subsequent Purchaser ad infinitum.
- 6) The Ministry acknowledges and agrees that this Agreement shall not be transferred and may not be assumed without the prior written consent of the Township.
- 7) Nothing contained in this Agreement shall be construed as giving to the Ministry anything more than permission to maintain the Encroachments until such time as the removal of such Encroachments are to be removed from the Original Shore Road Allowance, at the Ministry's expense, upon expiry of this Agreement or as required by the Township and the encroached lands are to be left in a clean and safe condition and restored as much as possible to its original state.
- 8) The Ministry will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the Township in any such action or proceeding as a complete and conclusive estoppel or denial of such right.
- 9) The Ministry acknowledges and agrees that it will be responsible for the costs and performance of all the Ministry's obligations herein unless specifically relieved from such obligation by the terms of this Agreement. In doing so, Ministry will indemnify and save harmless the Township from any claim, demands, actions or causes of action arising or allege arise out of the performance of any obligations.

- 10) The Ministry will at its own cost and to the satisfaction of the Township, alter or remove the Encroachments from the Township Lands upon receiving thirty (30) days' notice in writing from the Chief Administrative Officer and/or Clerk and/or Superintendent of Public Works, prior to the date specified by such notice, without being entitled to any compensation whatsoever for such alteration or removal. If the Ministry fails to alter or remove the Encroachments by the date specified in such notice as requested by the Chief Administrative Officer and/or Clerk and /or Superintendent of Public Works, the Township may remove or alter the Encroachments at a cost of the Ministry and the certificate of the Chief Administrative Officer and/or Clerk and/or Superintendent of Public Works shall be final and binding upon the Ministry and the Township may recover the cost from the Ministry in any court of competent jurisdiction as a debt due and owing to the Township.
- 11) In the event of the Ministry transferring or selling the lands or any portion thereof, the Ministry shall forthwith notify in writing the Chief Administrative Officer and/or Clerk of such sale or transfer, together with the name and address of the transferee or purchaser.
- 12) The Township, its officers, servants, works, 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 upon providing notice to the Ministry, to enter in and upon the Parklands or any part thereof, with all necessary works, plant equipment and material for the purpose of inspecting the Encroachments or moving the Encroachments from the Subject Area as herein before provided; Provided that such inspection shall not free or relieve the Ministry in any way whatsoever from liability under the covenant to keep and maintain the Encroachments in good and proper repair and condition.
- 13) For the purposes of this Agreement, notice may be given to the Ministry by the Township by prepaid registered post to the Park Superintendent, at 106 Monck Street, Bancroft, ON, K0L 1C0 and service shall be deemed effective four (4) days after mailing. The Ministry may amend the address for service under this Agreement by delivery of notice in writing to the Township.
- 14) For the purpose of the Agreement, notice may be given by the Owner to the Township by prepaid registered post addressed to the Township's Municipal Office to the attention of the Township Chief Administrative Officer and/or Clerk and service shall be deemed effective four (4) days after mailing.
- 15) Nothing contained in this Agreement shall be construed as giving the Ministry anything more than a licence to maintain the Encroachments until such time as the removal of the Encroachments may be required.
- 16) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 17) Any changes to this Agreement shall be by written amendment signed by the Parties. No changes shall be effective or shall be carried out in the absence of such an amendment.
- 18) This Agreement shall enure to the benefit of and be binding upon the Parties and their successors, executors, administrators and permitted assigns.

In Witness the Party has set her hand and seal.

Signed, Sealed and Delivered

In the presence of

Witness as to the signature of

In Witness Whereof the Party herein has hereunder caused to be fixed its corporate seal under the hand of its proper signing officer duly authorized in that behalf.

Dated at Apsley, Ontario this day of , 2025.

The Corporation of the Township of North Kawartha

Mayor Carolyn Amyotte

Clerk, Connie Parent