

Schedule 'A' to By-law 2025-0000

Licence of Occupation Agreement

This agreement made in triplicate, effective this day of December, 2025.

Between:

Rachael Victoria Wymer

Craig Allan Wymer

(hereinafter called the "Licensees")

-And-

The Corporation of the Township of North Kawartha

(hereinafter called the "Township")

Whereas:

1. The Licensees own the property described as: Concession 11, PT Lot 14 BLK O; PLUCAS PLAN, Geographic Township of Chandos. Municipal roll # 1536 010 101 16500.
2. The Township owns the original shore road allowance as referenced in Schedule 'B' and depicted in Schedule 'C' attached to this agreement.
3. The Licensees has applied for the purchase of the original shore road allowance abutting the property owned by the Licensees.
4. The Licensees have applied for a building permit to repair/renovate including replacement of the piers and decks on the existing cottage that is located on the original shore road allowance abutting the property owned by the Licensees.
5. The Council of the Corporation of the Township of North Kawartha deems it desirable to grant to the Licensees a licence for the encroachment on the Township lands.

NOW THEREFORE THIS AGREEMENT WITNESSES, that in consideration of the mutual covenants contained in this agreement, and of the sum of \$250.00 payable by the Licensees to the Township for the term not exceeding two (2) years, the parties agree as follows:

1. The Township hereby grants to the Licensees a licence to allow the encroachment of an existing cottage and existing storage building located on the original shoreline road allowance and to repair/renovate including replacement of the piers and decks, on the existing cottage and to maintain the encroachments, and access across the lands described in Schedule 'B', subject to 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 other than that specified in this agreement.
2. The Licensees shall at their own expense and to the satisfaction of the Township keep and maintain the encroachment in good and proper repair and condition at all times.
3. The Licensees agree that this agreement shall be binding on the Licensees' heirs, successors, administrators and assigns and shall run with the lands described in Schedule 'B'. The Licensees agree 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 Licensees covenant and agree to obtain a similar covenant from any successor, heir or assign and shall provide actual notice of this agreement to such persons.
4. Notwithstanding the general terms set out in paragraph 3 above relating to the transfer and assignment of this agreement, the Licensee acknowledge and agree that this agreement shall not be transferred and may not be assumed without the prior written consent of the Township.

5. The Licensees shall deposit with the Township annually evidence of liability insurance covering the encroachment (s), in the minimum amount of two million dollars (\$2,000,000.00) with the "Corporation of the Township of North Kawartha" as an additional insured on the lands identified in Schedule 'B'. The Licensees shall maintain the policy of insurance in force during the term of this agreement. The Licensees' policy is the primary policy of a loss occurs or if any action, suite, claim or demand is brought against the Township. The Licensees are responsible for the payment of all premiums and for the costs and expenses of defending or settling any such actions, suites, claims or demands against the Township.
6. Nothing contained in this agreement shall be construed as giving to the Licensees anything more than a licence to allow the encroachment of an existing cottage and existing storage building and to repair/renovate including replacement of the piers and decks on the existing cottage and to maintain the encroachments until such time as the original shore road allowance is purchased by the Licensees, to a maximum of a term of two (2) years or the removal of such encroachment may be required. For greater certainty, failure of the Licensees to complete the purchase and transfer of the original shore road allowance, the encroachment is to be removed from the original shore road allowance, at the Licensees' expense, upon expiry of this agreement and the encroached Lands are to be returned to its natural state.
7. The Licensees 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.
8. The Licensees agree to indemnify and save harmless the Township from and against all claims, losses, damages, judgments, costs, expenses, actions and

other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or a loss of property caused by any negligent act or omission on the part of the indemnified party connected with this agreement or on account of the permission granted to the Licensees and / or the exercise by the Licensees of such permission and / or the erections and maintenance of the encroachment and appurtenances and / or anything relating against or made upon the Township or any of its officers, servants, works or employees.

9. The Licensees shall pay all reasonable costs as may be incurred by the Township, its solicitor and its staff for any work to be performed in connection with the preparation, execution and administration of this agreement or any subsequent costs as a result of non-compliance with this agreement. The Licensees acknowledge and agree that it will be responsible for the costs and performance of all the Licensees' obligations herein unless specifically relieved from such obligation by the terms of this agreement.
10. The Licensees will at their own cost and to the satisfaction of the Township, alter or remove the encroachment from the Township Lands upon receiving thirty (30) days' notice in writing from the Chief Administrative Officer and/or Clerk and/or Manager of Public Works and/or the Manager of Planning and/or Chief Building Official, prior to the date specified by such notice, without being entitled to any compensation whatsoever for such alteration or removal. If the Licensees fail to alter or remove the encroachment as requested, the Township may remove or alter the encroachment at the cost of the Licensees and the certificate of the Chief Administrative Officer and/or Clerk and/or Manager of Public Works and/or the Manager of Planning and/or Chief Building Official shall be final and binding upon the Licensees and the Township may recover the cost from the Licensees in any court of competent jurisdiction as a debt due and owing to the Township.

11. The Township, its officers, servants, workers, 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 and may provide notice, to enter in and upon the Licensees' lands or any part thereof, for the purpose of inspecting the encroachment or moving the encroachment from the lands described in Schedule 'B'; PROVIDED THAT such inspection shall not free or relieve the Licensees in any way whatsoever from liability under the covenant to keep and maintain the encroachment in good and property repair and condition.
12. For the purposes of this agreement, notice may be given to the Licensees by the Township by prepaid registered post at their tax roll address, and service shall be deemed effective five (5) days after mailing. The Licensees may amend the address for service under this agreement by deliver of notice in writing to the Township.
13. For the purpose of this agreement, notice may be given by the Licensees to the Township by prepaid registered post addressed to the Township's Municipal Office to the attention of the Chief Administrative Officer and/or Clerk, and service shall be deemed effective five (5) days after mailing.

In witness The parties have set their hands and seals.

Dated at _____, Ontario this _____ day of November, 2025.

Signed, sealed and Delivered

In the presence of

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Licensee

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Witness

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Licensee

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Witness

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The Corporation of the Township of North Kawartha

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Mayor:

_____.

Clerk: