

THIS MAINTENANCE AGREEMENT is made the _____ day of _____, 2020

BETWEEN:

Lambton Area Water Supply System
Hereinafter called the "LAWSS"
OF THE FIRST PART

AND

Hereinafter called "The Club"
OF THE SECOND PART

WHEREAS LAWSS is the owner of the property located at 6282 Townsend Line, Forest, in the Municipality of Lambton Shores, in the County of Lambton;

AND WHEREAS the Club has been given permission by the LAWSS to develop a dog park, hereinafter referred to as the "park" on the above noted property;

AND WHEREAS it is deemed expedient to outline the roles and responsibilities of each of the parties;

NOW THEREFORE WITNESSETH that for and in consideration of the premises and mutual covenants hereinafter set forth, the parties agree with the terms and conditions set out herein.

1. Term of Agreement

The maintenance agreement is for a term of twenty (20) years from the date of signing.

2. Responsibilities of LAWSS

LAWSS will:

- Allocate a space at the Forest Standpipe for the purposes of developing a dog park, as identified on the site plan (Appendix A).

3. Responsibilities of the Club

The Club will:

- Provide and maintain vehicular parking adjacent to the park to the satisfaction of the municipal parking requirements.
- Supply, install and maintain new and existing fencing installed around the perimeter of the park as outlined in Appendix B
- Install and maintain gated access.
- Remove existing cherry trees and replace 1:1 with new trees supplied by LAWSS, maintain new trees.
- Remove all existing surface discontinuity and maintain area free of tripping hazards.
- Perform all property maintenance within the park.
- Purchase and maintain dog waste removal bas and stations

- Regularly remove all dog waste from inside the park
- Ensure that reasonable rules are in place at all times for the use of the Park including but not limited to hours of access, disposing of animal waste, removal of garbage, limiting park use to vaccinated dogs, etc. A copy all rules and regulations for the park shall be provide to LAWSS for review prior to being posted at the park by the Club.
- Ensure that rules and regulations regarding the use of the park are displayed at all entrances to the park.

4. Maintenance

The Club is solely responsible for paying any and all costs associated with maintaining the park. Should the Club cease to maintain park, it is LAWSS sole discretion to either continue maintenance or remove the park and to terminate this Agreement.

5. Ownership of Improvements

The parties agree that any and all improvements, facilities, and landscaping installed at the park under this Agreement are the property of LAWSS.

6. Reporting and LAWSS Rules and Regulations.

Any issues relating to the safety of the park shall be reported to LAWSS immediately.

LAWSS may require the Club to implement additional rules and regulations at any point during the term of this Agreement. Upon written notice from LAWSS that additional rules or regulations are required for the continued use of the park the Club shall have 30 days from receipt of such notice to comply with the additional rules and regulations.

7. Insurance

The Club shall carry liability insurance in an amount not less than \$2 million on a per occurrence basis which includes LAWSS as an additionally insured, and will provide a copy of the policy and a certificate of insurance which evidences all of the coverage requirements to LAWSS on an annual basis. The Club's policy should include: bodily injury, property damage, products and completed operations, tenant's legal liability, cross liability and severability of interest and blanket contractual coverage.

The Club shall provide LAWSS with 30 days prior written notice of any policy cancellation or termination.

8. Default

If either party shall be in default in the performance of any of the terms or conditions of this Agreement, then the party not in default must serve the defaulting party thirty (30) days to cure the default. In the event the default is not cured within the thirty (30) day period, or if the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, if the defaulting party has not commenced curing such default within such thirty (30) day period and diligently taken all steps necessary to complete the curing of such default within a reasonable time thereafter, then the party not in default may give the defaulting

party written notice of the termination of this Agreement. Any such termination shall be effective only after fourteen (14) days from the date of notice from the party not in default.

9. Notice of Termination

If either the Club or LAWSS wishes to terminate this Agreement prior to the end of the term created by this Agreement, notice to that affect will be given in writing NOT LESS THAN SIXTY (60) DAYS. The Club agrees and acknowledges that a notice to terminate the Agreement as described above shall be delivered or mailed to the offices of the Municipality at:

Lambton Area Water Supply System
1215 Fort Street
Sarnia, ON N7V 1M1 Attention: General Manager Services

LAWSS agrees that a notice to terminate the Agreement as described above shall be delivered or mailed to:

EXCEPTION: In the case that the "site" is required by the LAWSS for LAWSS purposes, LAWSS can give notice of termination of the Agreement to the Club, providing LESS THAN SIXTY (60) DAYS notice.

10. Indemnity

The Club agrees to indemnify and save the LAWSS and the LAWSS's employees, officers and agents harmless from any claims, prosecutions, actions, proceedings and judgments of any type relating to the use of the licensed area by the Club. The Club shall respond to any such matter by engaging legal counsel to represent LAWSS' interest and will promptly satisfy any settlement amount, fine, bill of costs or judgment imposed with respect to same.

The Club is required to indemnify LAWSS for expenses incurred. If a claim arises, the Club shall indemnify the LAWSS to the extent that the LAWSS has not acted with negligence or willful intent.

11. No Assignment

The Club shall not assign this agreement and LAWSS may arbitrarily refuse any request to such assignment.

12. Counterparts.

This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. Notwithstanding anything to the contrary in Section 9], a counterpart may be delivered by facsimile [, email attachment (of a PDF document), or other electronic means, which shall be as effective as hand delivery of the original executed counterpart.

13. Registration.

The Club shall not at any time register notice, caveat, or memorial (or any similar document) or a copy of this Agreement on title to the property of which the park forms part.

14. Successors & Assigns

This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

15. Interpretation.

- a. The words importing the singular number only shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine gender, and words importing persons shall include firms and corporations and vice versa.
- b. Unless the context otherwise requires, the word "LAWSS" and the word "Club" wherever used herein shall be construed to include the executors, administrators, successors and assigns of LAWSS and Club, respectively.

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf

SIGNED, SEALED AND DELIVERED
In the presence of

Club

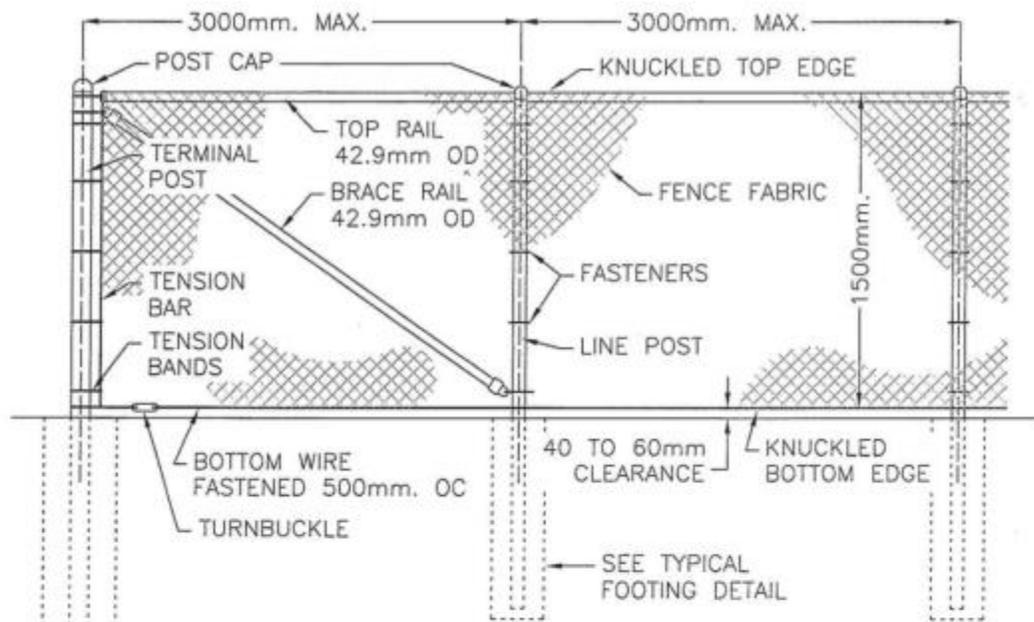
Lambton Area Water Supply System

Clinton Harper, General Manager

Appendix B

Chain link fences are to comply with the requirements of OPSS-541 and OPSD-900.01 except for the following amendments:

- the height of the fence shall match the existing fence already partially installed around the designated area.
- the footing detail, part a: shall read in concrete.
- the new fence installed to separate the Standpipe from the park shall be installed 300mm below grade.

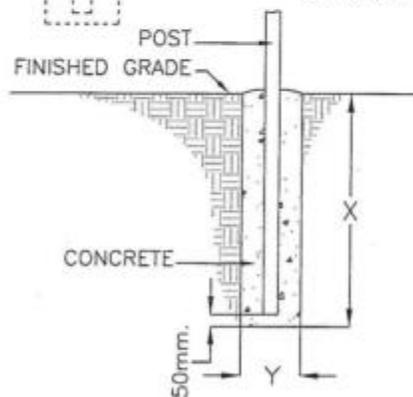


CHAIN-LINK FENCE DETAIL

N.T.S.

NOTES:

1. FENCE POSTS, RAILS AND HARDWARE SHALL BE BLACK POWDER COATED. FASTENERS SHALL BE HOT DIP GALVANIZED.
2. FENCE FABRIC SHALL BE BLACK VINYL COATED STEEL FABRIC 3.76mm. WITH A UNIFORM 38mm. OR 50mm. MAX. OPENING DIAMOND PATTERN.
3. FENCE FABRIC SHALL BE INSTALLED ON "CITY" SIDE OF FENCE.
4. POST CAPS SHALL BE WATER PROOF AND MECHANICALLY SECURED TO POSTS.
5. STRAINING POSTS SHALL BE INSTALLED AT INTERVALS NOT EXCEEDING 150M. ADDITIONAL STRAINING POSTS SHALL BE INSTALLED WHERE CHANGES IN VERTICAL GRADE EXCEED 30 DEGREES.
6. CONCRETE SHALL BE 20MPa @ 28 DAYS IN ACCORDANCE WITH O.P.S.S. 904.
7. FENCE SHALL BE INSTALLED ON PROPERTY LINES, UNLESS OTHERWISE DIRECTED BY CONTRACT ADMINISTRATOR.
8. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.



TYPICAL FOOTING DETAIL

N.T.S.

POST AND FOOTING DETAILS TABLE (IN mm.)				
POST TYPE	POST OD	POST LENGTH	FOOTING DEPTH "X"	FOOTING DIA. "Y"
LINE POST	60.3	2400	915	250
TERMINAL POST	88.9	2900	1370	350