



**CORPORATION OF THE TOWN OF INGERSOLL  
BY-LAW NO. 10-4578**

**A by-law to authorize the execution of a Joint Use Agreement and  
Licence Agreement between Thames Valley District School Board  
and  
The Corporation of the Town of Ingersoll  
(156 Innes St./ Garnet Elliott Park)**

**WHEREAS** the Thames Valley District School Board and the Town of Ingersoll desires to enter into a Joint Use Agreement for the use of lands municipally identified as Lots 2, 3, 4, 5, 6, 7, 8, 9A, 10A, 11A and 12 and part of Lots 1 and 13, Block 93 and of part of Lots 262 and 263, Block 101 and of part of Percy Street, Registered Plan 279, in the Town of Ingersoll, County of Oxford.

**AND WHEREAS** the Thames Valley District School Board and the Town of Ingersoll desires to enter into a Licence Agreement confirming the ownership of and right to maintain certain fixtures on lands described as Parts 1, 2 and 3 of Reference Plan 41R-8474

**NOW THEREFORE** the Council of The Corporation of the Town of Ingersoll enacts as follows:

- (1) That the Mayor and the Clerk are hereby authorized to execute a Joint Use agreement with the Thames Valley District School Board for lands identified as Lots 2, 3, 4, 5, 6, 7, 8, 9A, 10A, 11A and 12 and part of Lots 1 and 13, Block 93 and of Lot 264, part of Lots 262 and 263, Block 101 and of part of Percy Street closed, Registered Plan 279, and more described as Parts 1, 2 and 3 of Reference Plan 41R-8474 in the Town of Ingersoll, County of Oxford and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (2) That the Mayor and the Clerk are hereby authorized to execute a Licence agreement with the Thames Valley District School Board for lands identified as described as Parts 1, 2 and 3 of Reference Plan 41R-8474 in the Town of Ingersoll, County of Oxford and to affix the seal of The Corporation of the Town of Ingersoll hereto.
- (3) That a copy of the said agreement shall be annexed to and form part of this by-law.

**READ** a first and second time in Open Council this 31st day of August, 2010.

**READ** a third time in Open Council and passed this 31st day of August, 2010.

**THE CORPORATION OF THE TOWN OF INGERSOLL**

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**Paul Holbrough, Mayor**

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**Elaine Clark, Clerk**

DRAFT

THIS JOINT USE AGREEMENT made this 31st day of August, 2010

B E T W E E N:

THAMES VALLEY DISTRICT SCHOOL BOARD  
(hereinafter called "the Board")

- and -

THE CORPORATION OF THE TOWN OF INGERSOLL  
(hereinafter called "the Town")

WHEREAS the Board owns the lands described in Schedule "B", on which it is erecting a new elementary school in the Town of Ingersoll;

AND WHEREAS the Town owns lands adjacent to those of the Board being those lands described in Schedule "A";

AND WHEREAS the Parties wish by this Agreement to express in writing their general intentions and understanding with respect to joint use of these lands by the public and their respective rights and responsibilities for the mutual use, maintenance and improvement of these lands.

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein, and subject to the following terms and conditions, the Board and the Town agree as follows:

## **1.0 DEFINITIONS**

- 1.1 For all the purposes of this Agreement and any amendments thereto and any other documents entered into by the parties hereto in accordance with the provisions of this Agreement, terms defined in this section shall have the following meanings plus the meaning that the content expressly or by implication otherwise requires, namely:
- (a) "Agreement" means this joint use agreement and all schedules attached hereto and all amendments made hereto and thereto by written agreement between the Parties hereto;
  - (b) "Arbitration Act" means the Arbitration Act, 1991, S.O. 1991, c.17 or as the same may be amended from time to time and the regulations pursuant thereto;
  - (c) "Board" means the Thames Valley District School Board;
  - (d) "Town" means The Corporation of the Town of Ingersoll;
  - (e) "Lands" means the Park Area and the School Grounds and all fixtures, structures, and improvements located thereon, but excluding the area on which the school building is and any portable buildings installed from time to time, are situate;

- (f) “Law” and “Laws” shall mean and include all applicable laws, by-laws, regulations, requirements, orders, notices, policies and directions of all governmental or regulatory authorities and any other persons having jurisdiction over the Lands, the Parties or any of them;
- (g) “Operating Costs” shall mean and include all costs properly attributable, in accordance with generally accepted accounting practices, to the maintenance and operation of any portion of the Lands, including, but not limited to amounts paid or incurred by the Board or the Town for:
  - a. Standard all risk property insurance;
  - b. Third party general liability insurance;
  - c. Maintenance, including snow removal and lawn maintenance;
  - d. Lighting, fire alarms, loudspeakers, public address and music broadcasting system;
  - e. Repairs and replacements to, and maintenance and operation of, the Lands;
  - f. All utilities and similar services to the Lands which are not separately metered and billed to each other; and
  - g. Other similar costs exclusive of real property taxes and assessments of a capital nature;
  - h. Such other items as the Parties may agree to in writing.
- (h) “Park Area” means the part of the Lands owned by the Town and presently legally described in Schedule “A”;
- (i) “Party or Parties” means and includes the parties to this Agreement, or any one of them;
- (j) “School Grounds” means the part of the lands owned by the Board as described in Schedule “B,” including the school, sports fields, playground, and the parking area, located therein; and
- (k) “Sports Field” means the Grounds developed as a playing surface for recreation activities.

## **2.0 SCHEDULES**

2.1 The following Schedules form part of this Agreement:

Schedule “A” – Park Area

Schedule “B” – School Grounds

## **3.0 INTENT OF AGREEMENT**

3.1 It is agreed that the Board and the Town shall cooperate in the joint use of the Lands in order to provide for the mutual benefit and shared use of the separate elements thereof, including without limitation, the sports fields and Park Area, and the provisions of this Agreement shall be construed in accordance with this principle.

3.2 Notwithstanding any of the terms of this Agreement, the development and joint use of the Lands, and any potential facilities, shall not constitute a partnership or joint venture between the Parties for any purpose, nor shall it constitute either

Party agent for the other, nor any other relationship whereby either could be liable for any act or omission of the other, unless specifically provided in this Agreement. Neither Party shall have any authority to act for the other, or to incur any obligation on behalf of the other, save as specifically provided by this Agreement. Each Party covenants to indemnify the other from all claims, losses, costs, charges, fees, expenses, damages, obligations and responsibilities incurred by the other by reason of any action or omission of the other outside the scope of the authority specifically provided by this Agreement.

#### **4.0 TERM AND TERMINATION**

- 4.1 This Agreement shall take effect upon its execution and shall continue in full force and effect so long as the parties are the owners of the Lands.
- 4.2 If any Party shall at any time sell, convey or transfer or lease all or part of its interest in the Lands or grant any right, title or interest in all or part of the Lands, then this Agreement shall be at an end and the provisions for the joint use of the Lands shall be at an end.

#### **5.0 USE OF FACILITIES**

- 5.1 Subject to this Agreement, and any other written agreements between the Parties, the Board and the Town shall maintain, operate and have exclusive control of that part of the Lands that each Party owns.
- 5.2 Each Party shall have for itself and its officers, agents, employees, students, patrons, visitors and invitees, the non-exclusive right to use and enjoy the Lands, in common with all others entitled to the Lands, in accordance with this Agreement. All use and maintenance decisions with respect to the Lands shall be by mutual consent.
- 5.3 No portion of the Lands shall be used or occupied by any person in a manner which is likely to damage or injure any person, or the Lands, nor used in a manner which will unreasonably interfere with the use and enjoyment by any Party of any portion of the Lands which it is entitled to use or occupy. In addition to the foregoing, the Board and the Town agree that they shall use the Lands at all times in a manner that is compatible with the safe and proper operation of the School Grounds, or Park Area, as the case may be.
- 5.4 The parking area on the School Grounds shall be used solely for the purposes of ingress, egress, and offloading of buses of the Board and for parking motor vehicles on a daily or temporary basis by the staff, invitees, etc. of the Board during normal school hours, but shall be available to the Town and members of the public at all other times, unless otherwise agreed between the Parties in writing.
- 5.5 The Lands may be used from time to time for purposes of providing pedestrian and/or vehicular access for the maintenance and operation of the School Grounds and the Park Area, and such other uses as may be agreed between the Parties from time to time.
- 5.6 Notwithstanding any provision of any agreement between the Parties relating to the Lands, no portion of the Lands shall be occupied or used by any person for any of the following activities at any time:

- (a) the service and/or consumption of alcoholic beverages, unless duly licensed;
- (b) gambling or other similar activities; and
- (c) canvassing and/or soliciting of any nature and kind.

5.7 The Parties may agree to restrict activities on all or part of the Lands, and further, any Party may reasonably withhold its approval (the "Approving Party") to a use proposed by the other Party (the "Proposed Use") in any of the following circumstances:

- (a) the Approving Party, acting reasonably and having regard to all circumstances, determines that any material aspect of a proposed use or any potential user groups or individuals is incompatible with the safe and proper use of the Lands;
- (b) the Approving Party, acting reasonably and having regard to all circumstances, determines that a proposed use or any potential user groups or individuals would result in an increase in the cost of maintenance of the Lands (unless the Party requesting a proposed use agrees in writing to be solely responsible for such increased costs, which shall be subject to the approval of the Approving Party);
- (c) the Approving Party, acting reasonably and having regard to all the circumstances, determines that a proposed use would result in unreasonable or excessive wear and tear, or would place an unreasonable or excessive burden on the Lands, including any utility or service (unless the Party requesting a proposed use agrees in writing to be solely responsible for the costs of repairing such excessive wear and tear which shall be, which shall be subject to the approval of the Approving Party);
- (d) the Approving Party, acting reasonably and having regard to all the circumstances, determines that inadequate provisions have been made to protect the rights of the Approving Party and the Party requesting the proposed use is unwilling to make, at its sole cost, such provisions as the Approving Party determines to be adequate.

5.8 In giving its approval to a proposed use, an Approving Party may, at its option, impose reasonable terms and conditions on such proposed use.

## **6.0 JOINT USE PROVISIONS**

6.1 Each of the Board and the Town shall be responsible for its own for programmes held on the Lands and all costs associated with their respective programmes unless otherwise indicated herein and shall require that programmes run on the Lands comply with all safety, health operation and other standards and practices of the Board and the Town in accordance with all Laws.

## **7.0 MAINTENANCE OF THE JOINT FACILITIES**

7.1 The Board shall be responsible for the maintenance and Operating Costs of the Lands owned by it, and the Town shall be responsible for the maintenance and

Operating Costs of the Lands owned by it.

- 7.2 Each party agrees to maintain its lands to the standards customarily employed by it and each agrees to use reasonable efforts to co-ordinate its maintenance activities with the other.
- 7.3 The Board shall be responsible for any enhancements or capital improvements to its Lands or the Sports Field, and the Town shall be responsible for any enhancements or capital improvements to the Lands owned by it, provided that all reasonable efforts shall be made in order that the construction of any such enhancements or capital improvements shall not unduly interfere with the use of the balance of the Lands.
- 7.4 The Board and the Town shall be responsible for any damage to the Lands sustained as a result of their own use of the Lands, provided that in no case shall either be responsible to the other for normal wear and tear or damage caused by the willful or negligent act or omission of the other Party, their agents, employees, invitees or others for whom such Party is responsible at law. Each party agrees to restore its Lands, after damage, to the condition that existed prior to the event that occasioned the damage.
- 7.5 The Board and the Town shall each appoint a person to act as a liaison with the other to coordinate the activities contemplated by this agreement including maintenance, repairs, and general use.
- 7.6 The Parties shall be responsible for the Operating Costs and costs of repair, maintenance, and improvements to the Lands in proportion with their respective ownership of the Lands where such work is required for the overall improvement or maintenance of the Lands.
- 7.7 Upon installation of any repairs, upgrades and/or reconstruction or upgrades, all such work shall become part of the Lands and shall be subject to the terms of this Agreement.
- 7.8 The Parties agree that any alteration, addition, improvement or other change to the Lands shall comply with the following terms and conditions:
  - (a) Such change to any of the Lands will not materially affect the use of any other portion of the Lands;
  - (b) The plans and specifications for any improvements or reconstruction shall be consistent in design and materials then existing;
  - (c) The work during construction and upon completion shall comply at all times with the provisions of all Laws;
  - (d) Such work shall be performed diligently and as expeditiously as possible in the circumstances;
  - (e) Any portion of the Lands adjoining the work shall be restored to the same condition as existed prior to the commencement of such work or as close thereto as reasonably possible;

- (f) Upon completion of the work, such work shall form part of the Lands for all purposes of this Agreement;
- (g) Any dispute arising out of the interpretation or application of this section shall be determined by arbitration pursuant to provision 11.0 of this Agreement.

## **8.0 INSURANCE**

- 8.1 Throughout the term of this Agreement, the Town shall obtain and maintain the insurance shown below:
  - (a) Carry and maintain insurance coverage on the Lands in accordance with its policies and guideline for similar properties within the Town;
  - (b) The Town will provide the Board with evidence of the insurance described in clause (a) above promptly upon request. Such certificate shall be delivered within thirty (30) days of commencement of this Agreement and thereafter once annually on renewal of insurance coverage.
- 8.2 Throughout the term of this Agreement, the Board shall obtain and maintain the insurance shown below:
  - (a) Carry and maintain insurance coverage in accordance with the policies and guidelines set out by the Board for similar properties;
  - (b) The Board will provide the Town with evidence of the insurance described in clause (a) above promptly upon request. Such certificate shall be delivered within thirty (30) days of commencement of this Agreement and thereafter once annually on renewal of insurance coverage.
- 8.3 The Parties acknowledge that each will carry insurance on the Lands under its control and it is agreed that the insurance required is based on the intention of insuring the Lands at all times in the type, form and amount which a prudent owner, acting reasonably, in the circumstances would consider appropriate, having regard to the cost and availability thereof.

## **9.0 MUTUAL INDEMNIFICATION AND WAIVER**

- 9.1 The Town shall indemnify and hold the Board harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions of the Town, its officers, agents, assigns, licensees, employees or those for whom it is responsible at law, arising out of any cause whatsoever through its use and occupation of the Lands.
- 9.2 The Board shall indemnify and hold the Town harmless from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions of the Board, its officers, agents, assigns, licensees, employees or those for whom it is responsible at law, arising out of any cause whatsoever through its use and occupation of the Lands.

## **10.0 COMPLIANCE WITH RULES**

- 10.1 Each Party and its invitees shall observe and comply with all Laws and each Party covenants and agrees that it will not operate or use the Lands under its control or permit the Lands under its control to be operated or used for any unlawful purpose or any purpose which is not in compliance with or permitted under the requirements of all Laws or agreements.
- 10.2 The Parties may establish rules that may prohibit the Town and/or the Board and their respective invitees from using the Lands.
- 10.3 The Parties and their respective invitees shall comply with the rules of the Lands at all times.
- 10.4 The Parties each shall take all reasonable efforts to enforce such rules.

## **11.0 RESOLUTION OF DISPUTES**

- 11.1 The Parties agree to arbitrate any disagreement arising out of or relating to this Agreement, which is not satisfactorily resolved by them directly. All such disagreements shall be submitted to the arbitration of one (1) person.
- 11.2 The Arbitration Act of Ontario, as amended (the "Act"), shall apply to any arbitration hereunder, except to the extent that a contrary intention is expressed herein. Any Party may at any time give written notice to the others of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. Within five (5) business days after receipt of such notice, the Parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the Parties fail to appoint an arbitrator, each person may appoint one (1) person to choose, together with any other person so chosen, one person to be the arbitrator. If no arbitrator is appointed in this manner, any Party may apply to a Judge of the Superior Court of Ontario to appoint an arbitrator to determine such dispute. The arbitrator so appointed (herein the "Arbitrator") shall forthwith proceed to arbitrate the dispute.
- 11.3 The costs of the arbitration shall be paid as determined by the Arbitrator. Notwithstanding anything to the contrary contained in the Act, the award of the Arbitrator shall be final and binding upon the Parties and all persons claiming through or under them. An award of the Arbitrator is a condition precedent to the right of any Party or any person claiming through or under them, but may be subject to review or appeal in any court of law or equity. An award of the Arbitrator is a condition precedent to the right of any Party or any person claiming through or under a Party to bring any suit, action or other proceeding in any court of law or equity against any Party or any person claiming through or under a Party or against the Arbitrator in respect of any matter for which arbitration is herein provided. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction and thereupon execution or other legal process may issue thereon. The Parties hereto and all persons claiming through or under them hereby attorn to the jurisdiction of the Arbitrator and to the jurisdiction of any court in which the judgment may be entered. Arbitration may not be waived except upon delivery by the party of a written notice to that effect.

## 12.0 GENERAL

- 12.1 This Agreement and the privileges contained herein shall not be assigned by either Party without the consent in writing of the other Parties, which consent may not be unreasonably withheld.
- 12.2 No amendment, change, or modification to this Agreement shall be valid unless authorized in writing by both of the Parties hereto.
- 12.3 Any notice to the Parties hereto (herein a "Communication") may be delivered personally or sent by prepaid or registered mail or by email or facsimile transmission as follows:

To the Board as follows:

**Thames Valley District Board of Education  
1250 Dundas Street  
Box 5888  
London, ON N6A 5L1  
Attention: The Superintendent of Business**

To the Town as follows:

**Town of Ingersoll  
130 Oxford Street, 2<sup>nd</sup> Floor  
Ingersoll, ON N6C 2V5**

Or such other address or individual as may be designated by notice by the Parties to the other. Any Communication given by personal delivery or email or facsimile transmission shall be conclusively deemed to have been given on the day of actual delivery thereof if given prior to 4:30pm on a business day, and if given after 4:30pm or not on a business day, on the next business day, and, if given by registered mail, on the second business day following the deposit thereof in the mail. If the Party giving any Communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such Communication shall not be mailed but shall be given by personal delivery facsimile or email transmission.

- 12.4 Unless otherwise expressly provided in this Agreement, each Party shall act reasonably in good faith, and without delay in:
- (a) considering any requests for its consent, approval or other form of authorization required to be given or granted by it hereunder; and
  - (b) making any decision or taking any action with respect to the matter concerning the Property from time to time.
- 12.5 This Agreement and all attached Schedules constitute the entire agreement between the Parties relating to the Property, and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, with respect thereto. There are no warranties, representations, or other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein.

- 12.6 The Parties agree that each of them shall, upon reasonable request of the other, do or cause to be done, all further lawful acts, deeds, and assurances whatever for the better performance of the terms and conditions of this Agreement.
- 12.7 It is understood and agreed that this Agreement is subject to the provisions of the Planning Act, R.S.O. 1990, as amended, and particularly Section 50 thereof being complied with.
- 12.8 It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or any part of one is found to be invalid or unenforceable for any reason whatsoever, then the particular provision or provisions or part of the provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force and effect.
- 12.9 Descriptive headings are inserted solely for convenience of reference, and do not form part of this Agreement and are not to be used as an aid in the interpretation of this Agreement.
- 12.10 This Agreement is to be read with all changes in gender or number as required by the context.
- 12.11 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 12.12 This Agreement may be executed in several counterparts each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.
- 12.13 In this Agreement time shall in all respects be of the essence.

IN WITNESS WHEREOF the Parties have hereunto affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

**THAMES VALLEY DISTRICT SCHOOL BOARD**

Per: \_\_\_\_\_  
Name: Brian Greene  
Title: Executive Superintendent of Business  
Services and Treasurer

Per: \_\_\_\_\_  
Name: Kevin Bushell  
Title: Executive Officer, Facility Services  
and Capital Planning

I/We have authority to bind the Board

**THE CORPORATION OF THE  
TOWN OF INGERSOLL**

Per: \_\_\_\_\_  
Name: Paul Holbrough  
Title: Mayor

Per: \_\_\_\_\_  
Name: Elaine Clark  
Title: Clerk

I/We have authority to bind the corporation

DRAFT

**SCHEDULE "A"**

LOT 264, BLOCK 101, PLAN 279  
PART LOTS 262 & 263, BLOCK 101, PLAN 279  
PART OF PERCY STREET,  
SAVE AND EXCEPT PARTS 1, 2 & 3, PLAN 41R-8474  
TOWN OF INGERSOLL, COUNTY OF OXFORD

DRAFT

## **SCHEDULE "B"**

FIRSTLY: ALL OF LOTS 2 -8, 9A, 10A, 11A AND 12, BLOCK 93, PLAN 279; AND PART OF LOTS 1 & 13, BLOCK 93, PLAN 279, BEING PART 1, PLAN 41R-8474;

SECONDLY: PART OF PERCY STREET, CLOSED BY BY-LAW 10-4543, REGISTERED AS CO62760, PLAN 279 BEING PART 2, PLAN 41R-8474;

THIRDLY: PART OF LOTS 262 & 263, BLOCK 101, PLAN 279 BEING PART 3, PLAN 41R-8474;

ALL IN THE TOWN OF INGERSOLL, COUNTY OF OXFORD

**LICENCE AGREEMENT**

MADE this 31<sup>st</sup> day of August, 2010

BETWEEN:

**THE CORPORATION OF THE TOWN OF INGERSOLL**

HEREINAFTER THE "Licensee"

- and -

**THAMES VALLEY DISTRICT SCHOOL BOARD**

Hereinafter the "Licensor"

WHEREAS the Licensee is the registered owner of lands described as Lot 264, Block, 101, Plan 279, Part Lots 262 and 263, Block 101, Plan 279, Part of Percy Street, being Part 1, Plan 41R-939, Save and except Parts 1, 2 and 3, Plan 41R-8474, Town of Ingersoll and the Licensor is the registered owner of lands described as Firstly: All of Lots 2-8, 9A, 10A, 11A and 12, Block 93, Plan 279; and Part of Lots 1 and 13, Block 93, Plan 279, being Part 1, Plan 41R-8474; Secondly: Part of Percy Street, closed by By-Law 10-4543; Registered as C062760, Plan 279, being Part 2, Plan 41R-8474; Thirdly: Part of Lots 262 & 263, Block 101, Plan 279 being Part 3, Plan 41R-8474; all in the Town of Ingersoll, County of Oxford;

AND WHEREAS the Licensor is permitting the Licensee to retain ownership of and maintain certain fixtures located on the Licensor's property;

IN CONSIDERATION of the premises and other goods and valuable consideration the Parties agree as follows:

1. The Licensee has exclusive use of and retains ownership of the existing light fixtures and netting located on the Licensor's lands.
2. The Licensee shall be responsible for the maintenance and repair of its fixtures.
3. The Licensee agrees to maintain insurance on the fixtures and will indemnify and save harmless the Licensor for any claim, action or loss sustained or incurred in connection with the Licensee's continued ownership, use and maintenance of fixtures.

4. The Licensee may, at its option, remove its fixtures. The Licensee agrees to repair any damage caused by fixture removal and leave the Licensor's lands in substantially the same condition.
5. The Licensor hereby grants unlimited access to the Licensee and its agents for the purpose of maintenance and repair of its fixtures. The Licensor acknowledges that the access granted hereby shall include access for municipal vehicles and lawn maintenance equipment and an unobstructed right-of-way for a utility boom truck. The foregoing access is subject to the Licensee providing reasonable notice of maintenance activities to the Licensor to avoid disruption of school activities.
6. Any notice to be given to the parties shall be delivered by registered mail to the following addresses:

To the Licensee as follows:

Town of Ingersoll,  
130 Oxford Street, 2<sup>nd</sup> Floor,  
Ingersoll, ON N5C 2V5

To the Licensor as follows:

Thames Valley District Board of Education,  
1250 Dundas Street, Box 5888,  
London, ON N6A 5L1,  
Attention: The Superintendent of Business

7. This Agreement shall run with the title to the Licensor's lands and enure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year above written.

**THE CORPORATION OF THE TOWN OF  
INGERSOLL**

per:

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Name:  
Title:

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Name:  
Title:

*I/We have authority to bind the corporation.*

**THAMES VALLEY DISTRICT SCHOOL BOARD**

per:

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Name:  
Title:

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Name:  
Title:

*I/We have authority to bind the corporation.*