

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2010 - 72

Being a By-law to authorize the execution of a Donation Agreement between TD Canada Trust and the Corporation of the Town of Amherstburg

WHEREAS it is deemed expedient to enter into a Donation Agreement with TD Canada Trust regarding the Amherstburg Recreation Complex.

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. THAT the Mayor and Clerk of the Town be and they are hereby authorized to execute and affix thereto the Corporate Seal to the Agreement attached hereto as and forming part of this by-law.
2. That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time, and FINALLY PASSED this 28th day of June, 2010.


MAYOR - WAYNE HURST


CLERK - BRENDA M. PERCY

1st Reading – June 28, 2010

2nd Reading – June 28, 2010

3rd Reading – June 28, 2010

THIS AGREEMENT made as of this 25 day of June 2010 BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter referred as the "Town"

OF THE FIRST PART

-AND-

TD CANADA TRUST

Hereinafter referred as the "Donor"

OF THE SECOND PART

In consideration of the mutual covenants and other considerations contained herein, the Parties agree that:

1. The Town grants to TD Canada Trust certain naming rights on the premises described in paragraph 2 and 3 herein.
2. The naming rights for the Geothermal Field (herein, the Premises) within the Amherstburg Recreation Complex for a term to commence on the December 31, 2010 and to end and be fully completed on December 31, 2035 for consideration of \$10,000.00 (TEN THOUSAND) DOLLARS to be payable
 - i. The sum of \$10,000.00 on the first day of July, 2010.
3. From the date of commencement of this Agreement, the Town shall designate the Premises as the TD Canada Trust Geothermal Field and during the term of this Agreement the Premises shall at all times be known as the TD Canada Trust Geothermal Field. The Town shall in all business and other documentation and in municipal promotional material refer to the Premises as the TD Canada Trust Geothermal Field.

4. The Town shall provide signage and recognition:
 - i. On the interactive display located in the foyer of the new Amherstburg Recreation Complex.
 - ii. On the internal donor wall.
4. The Town shall be responsible for all design work, materials, construction and installation costs up to \$1,000.00 for the initial placement of the signage. Any costs above the initial \$1,000.00 will be the responsibility of the Donor. The design of the signage shall be done in consultation with the Donor.
5. The Town shall be responsible for all maintenance of the Geothermal Field signage.
6. The Town reserves the right to approve of any changes to the signage and will be responsible for mounting of said signage.
7. The Town represents and covenants with TD Canada Trust that the Town is the owner of the Premises, and has authority to make this Agreement. The Town further covenants, that if, at any time, during the term of this Agreement it transfers or relinquishes control of the Premises it will cause the party acquiring control of the Premises to assume this Agreement in full, including the continuing obligation under this section.
8. It is agreed that neither Party to this Agreement will be bound by any representation or Agreement, which is not written in this Agreement.
9. This Agreement will ensure to the benefit of and be binding upon successors and assigns of the Parties.
10. Erection of all signage will be completed within 60 days of completion of the construction project. If TD Canada Trust fails to make payments as described in Paragraph 2 of this Agreement, then in addition to any other remedies the Town may have, the Town will remove all signage and replace it with any signage it deems advisable.
11. The Parties agree that any dispute pursuant to this Agreement will be determined pursuant to the Arbitration Act.

SIGNED AND DELIVERED

DATE June 25, 2010

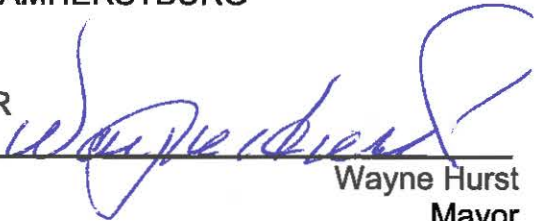
DATE June 25, 2010

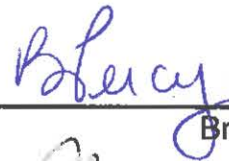
DATE June 25, 2010



DATE June 25, 2010

WITNESS h. J. Carlo

THE CORPORATION OF THE TOWN OF AMHERSTBURG

PER 
Wayne Hurst
Mayor

PER 
Brenda M. Percy
Clerk

DONOR PER  **J. WILLOUGHBY**
MANAGER
I have the authority to bind 

 **Canada Trust**
83 Richmond Street 0720
AMHERSTBURG, ONTARIO N0V 1G2