

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2011 - 12

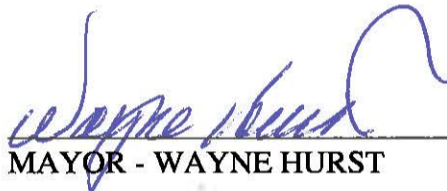
Being a By-law to confirm the execution of a Donation Agreement between Jamie and Nancy Ondejko and the Corporation of the Town of Amherstburg

WHEREAS it is deemed expedient to enter into a Donation Agreement with Jamie and Nancy Ondejko regarding the United Communities Credit Union Complex;

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

1. That the donation be recognized by naming the Circular Landscape Area inside the Roundabout Circle at Front Entrance located at the United Communities Credit Union Complex "Jessica's Circle";
2. That the Mayor and Clerk of the Town be hereby authorized to execute and affix thereto the Corporate Seal to the Agreement attached hereto as and forming part of this by-law;
3. 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 24th day of January 2011.


MAYOR - WAYNE HURST


CLERK - BRENDA M. PERCY

THIS AGREEMENT made as of this 12 day of January 2011, 2011 BETWEEN:

THE CORPORATION OF THE TOWN OF AMHERSTBURG

Hereinafter referred as the "Town"

OF THE FIRST PART

-AND-

JAMIE AND NANCY ONDEJKO

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 Jim and Nancy Ondejko certain naming rights on the premises described in paragraph 3, 4 and 6 herein.
2. The naming rights for the Circular Landscape Area inside the Roundabout Circle at Front Entrance (herein, the Premises) of the Amherstburg Recreation Complex.

Term to commence on December 31, 2010 and to end and be fully completed at such time as the Circular Landscape Area inside the Roundabout Circle at the Front Entrance of the building constructed in 2009/2010 known as the Amherstburg Recreation Complex ceases to exist as a culture and recreation complex. The consideration for the naming rights of the Premises shall be \$125,000.00 (ONE HUNDRED AND TWENTY FIVE THOUSAND) DOLLARS to be payable:

- i. The sum of \$25,000.00 on the first day of June, 2011.
- ii. The sum of \$25,000.00 on the first day of June, 2012.
- iii. The sum of \$25,000.00 on the first day of June, 2013.
- iv. The sum of \$25,000.00 on the first day of June, 2014.
- v. The sum of \$25,000.00 on the first day of June, 2015.

3. From the date of commencement of this Agreement, the Town shall designate the Premises as Jessica's Circle and during the term of this Agreement the Premises shall at all times be known as Jessica's Circle. The Town shall in all business and other documentation and in municipal promotional material refer to the Premises as Jessica's Circle.

4. The Town shall construct a water feature and flower garden:

Within the circular landscape area described in paragraph 2 herein: the Town shall construct a water feature and flower gardens based on preliminary designs submitted by the Donor. The Town appointed Engineer RC Spencer and associates will work with the Donor on the creative design. The Town agrees that any and all design and changes to the design of the water feature and flower gardens will be completed only within budget and with consultation and approval of the Donor.

5. The Town shall be responsible for all design work, materials, construction, maintenance, repair, liability and operating costs associated with the water feature and flower gardens for the term of this agreement.

6. The Town shall erect signage:

i. On a granite structure/plaque with Jessica Ondejko's image etched into the structure/plaque and a dedication, to be approved by Council, inscribed on the structure/plaque. Schedule A, depicting exterior signage detail and placement, shall be attached to and form part of this agreement.

ii. On the two small masonry walls - one being inscribed with the word 'JESSICA'S' and the other with the word 'CIRCLE'.

iii. On the internal donor wall.

7. The Town shall be responsible for all design work, materials, construction and installation costs up to \$12,500.00 for the initial placement of the signage. Any costs above the initial \$12,500.000 will be the responsibility of the Donor. The design of the sign shall be done in consultation with the Donor.

8. The Town shall be responsible for all maintenance of signage at Jessica's Circle.

9. The Town reserves the right to approve of any changes to the signage and will be responsible for mounting of said signage.

10. The Town represents and covenants with Jim and Nancy Ondejko 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.

11. It is agreed that neither Party to this Agreement will be bound by any representation or Agreement, which is not written in this Agreement.
12. This Agreement will ensure to the benefit of and be binding upon successors and assigns of the Parties.
13. Erection of all signage will be completed within 60 days of completion of the construction project. If Jim and Nancy Ondejko fail 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.
14. The Parties agree that any dispute pursuant to this Agreement will be determined pursuant to the Arbitration Act.

SIGNED AND DELIVERED

THE CORPORATION OF THE TOWN
OF AMHERSTBURG

DATE January 11, 2011

PER
Mayor Wayne Hurst
Wayne Hurst

DATE January 11, 2011

PER
Clerk Brenda Percy
Brenda Percy

DATE January 10, 2011

DONOR
PER J. M. Ondejko
I have the authority to bind

DATE January 12, 2011

WITNESS Nancy J. Ondejko