

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2018-10

**By-law Authorizing a Licence of Occupation Agreement between the Corporation
of the Town of Amherstburg and Her Majesty the Queen for Parks Canada
Property at Kings Navy Yard Park**

WHEREAS the Municipal Act, S.O. 2001, c. 25, authorizes Council to enter into agreements;

AND WHEREAS the Town of Amherstburg had entered into a Licence of Occupation Agreement with Her Majesty the Queen for a three (3) year term;

AND WHEREAS the Town of Amherstburg deems it expedient to enter into a renewal of the Licence of Occupation Agreement for an additional one (1) year term;

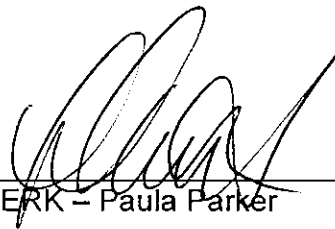
NOW THEREFORE the Council of the Corporation of the Town of Amherstburg enacts as follows:

1. THAT the Mayor and Clerk be authorized to enter into an Agreement.
2. THAT Schedule A attached hereto, being the Agreement, as to form and content, forms part of this By-law.
3. THAT all actions taken and/or required to be taken by the Mayor and Clerk on behalf of the Town to fulfill the terms of the Agreement, including the execution of all documentation, are hereby authorized.
4. THAT this By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 12th day of February, 2018.



MAYOR – Aldo DiCarlo



CLERK – Paula Parker

LICENCE OF OCCUPATION

BETWEEN

HER MAJESTY THE QUEEN
in right of Canada

AND

THE CORPORATION OF THE TOWN OF AMHERSTBURG

THIS LICENCE OF OCCUPATION made this _____ day of _____, 20__

BETWEEN:

HER MAJESTY THE QUEEN, in right of Canada, represented herein by the Minister of the Environment for the purposes of the Parks Canada Agency, ("Her Majesty"),

OF THE FIRST PART,

AND:

THE CORPORATION OF THE TOWN OF AMHERSTBURG, a body corporate, incorporated under the laws of the Province of Ontario as a not-for-profit organization, ("Licensee"),

OF THE SECOND PART.

WITNESS that in consideration of the fees, covenants and agreements herein reserved and contained on the part of the Licensee to be paid, observed, performed and kept, Her Majesty hereby gives permission to the Licensee to use and occupy on a non-exclusive basis for the purpose hereinafter mentioned and subject to the terms and conditions hereinafter contained, all that certain parcel or tract of land and premises situate, lying in Fort Malden National Historic Site of Canada, in the Province of Ontario, and being composed of: Part of Lot 2 on the west side of Dalhousie Street on Registered Plan No. 6 and shown as Canada Lands Survey Records Plan No. 69001, dated January 5, 1984, as shown outlined by the heavy black line on the site plan annexed hereto and forming part hereof as Schedule "A", ("Land"); for a period of one (1) year commencing on the 15th day of January, 2018, and ending on the 14th day of January, 2019 ("Period").

YIELDING AND PAYING THEREFORE unto Her Majesty at the office of the Superintendent, the following licence fee in the amount of One Hundred Dollars (\$100.00) ("Licence Fee") for and during each year commencing on the 15th day of January, 2018, and ending on the 14th day of January, 2019. The Licensee shall pay the Licence Fee annually, the first of such payments to be made on the date of execution of this Licence by the Licensee.

ARTICLE 1.00 DEFINITIONS

1.01 In this Licence of Occupation:

- (a) "Applicable Environmental Law" means:
 - (i) all applicable statutes and regulations, and all by-laws, declarations, directives, plans, approvals, requirements, guidelines, standards and orders made pursuant thereto by any competent authority concerned with any analysis of environmental impacts, protection or remediation, health, chemical use, safety or sanitation; and
 - (ii) the applicable common law;
- (b) "Contaminant" means:
 - (i) any pollutant or toxic, dangerous or hazardous substance or material as defined, listed, prohibited, controlled, or regulated by Applicable Environmental Law or any other formulation intended to define, list, prohibit, control, regulate or classify substances by reason of deleterious or harmful or potentially deleterious or potentially harmful properties such as ignitability, corrosivity, reactivity, radioactivity, or toxicity; or
 - (ii) any substance that when released in to the natural environment causes or is likely to cause harm, adverse impact, damage or degradation to, or impairment of, or the use of the environment, risk to or an adverse effect on human safety or health, injure or materially discomfort any person, or the normal conduct of business;
- (c) "Licence" means this Licence of Occupation;

- (d) "Minister" means the Minister of the Environment or such Minister designated by the Governor in Council as the Minister for the purposes of the *Parks Canada Agency Act*, or any person authorized to act in that behalf;
- (e) "Parks Canada Agency" means the Parks Canada Agency, a body corporate established under section 3 of the *Parks Canada Agency Act*, S.C. 1998, c.31;
- (f) "Site" means the Fort Malden National Historic Site of Canada;
- (g) "Structures" means any buildings, erections, structures, fixtures and improvements existing on or under the Land from time to time but does not include the Commissariat building; and
- (h) "Superintendent" means the Superintendent of the Site or any person authorized to act in that behalf.

1.02 Any reference in this Licence to a statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order means the statute, regulation, by-law, declaration, directive, policy, approval, requirement, standard or order now in force, as it may be amended, revised, consolidated or substituted from time to time

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2.00 USE OF LAND

- 2.01 (a) The Licensee acknowledges and agrees that it is a condition upon which this Licence is granted that the Land shall be used only for the purpose of maintaining flower beds, walking paths and benches on the property known as King's Navy Yard Park and all in accordance with applicable Site plans and guidelines;
 - (b) The Licensee shall obtain all permits, licences and authorizations required under all applicable statutes and all regulations thereunder; and
 - (c) The Licensee shall comply with, and the terms of this Licence shall be subject to, all applicable statutes and all regulations thereunder.
- 2.02 The Licensee shall not create or permit or suffer any act or thing on the Land which is a nuisance.
- 2.03 The Licensee shall not cause, permit or allow the commission of any waste on or in the Land.
- 2.04 The Licensee shall, at its own expense, collect and dispose of all garbage resulting from the use and occupation of the Land, in a manner satisfactory to the Superintendent.
- 2.05 The Licensee shall, at its own expense, remove all dead or dangerous trees from the Land, in accordance with any applicable statutes and all regulations thereunder. Notwithstanding the foregoing, the Licensee shall not remove trees or other vegetation unless directed to do so in writing by the Superintendent.
- 2.06 The Licensee shall observe fire and safety precautions and shall comply fully with the instructions of the Superintendent in relation thereto.

ARTICLE 3.00 ACCEPTANCE AND EXCEPTIONS

- 3.01 The Licensee covenants and agrees that:
- (a) it has inspected the Land including any Structures or has caused it to be inspected on its behalf;
 - (b) it has entered into this Licence on reliance on that inspection and not on reliance on any representation, whether oral, written or implied, by whomsoever made;

- (c) it will accept the Land in the condition existing on the date of this Licence on an "as is" basis, notwithstanding the existence of any Contaminant, known or unknown, on, in or under the Land;
 - (d) it has satisfied itself of everything and of every condition affecting the Land and any Structures including the environmental condition of same;
 - (e) that the use of the Land shall be consistent with the environmental condition of the Land; and
 - (f) no representation, warranty or inducement has been given by Her Majesty or any of Her officers, servants, agents and contractors and relied upon by the Licensee respecting the condition of the Land.
- 3.02 This Licence operates solely as a licence and does not transfer any exclusive possessory right or interest to the Licensee.
- 3.03 The Licensee acknowledges and agrees that Her Majesty may issue other licences of occupation with respect to the Land, or any portion thereof, or use the Land for Site purposes. The Licensee shall not be responsible for damages to the Land as a result of other licences of occupation granted by Her Majesty, or lands for use by Her Majesty for Site purposes.
- 3.04 The Licensee shall permit Her Majesty, Her officers, servants, agents, contractors, franchisees and the public at large to pass freely at all times over the Land.
- 3.05 Where the Land or any part thereof is required by Her Majesty for the purpose of administration of the Site or for any other public purpose, Her Majesty, Her officers, servants, agents, contractors and franchisees may enter and use the whole or any part of the Land, on the expiration of such notice as the Minister may deem expedient.
- 3.06 The Licensee shall give immediate notice to the Superintendent if evidence of archaeological resources are encountered during any activity whatsoever on the Land, and await the Superintendent's written instructions before proceeding with the activity on the Land.
- 3.07 The Licensee acknowledges and agrees that all archaeological resources in, on or under the Land are the property of Her Majesty.

ARTICLE 4.00 TAXES AND OTHER CHARGES

- 4.01 The Licensee covenants and agrees to pay, in addition to the Licence Fee, all applicable taxes, rates, duties, assessments, levies, fees or other impositions whatsoever charged upon the Land in relation to the Licensee's use of the Land or upon the Licensee in respect thereof.

ARTICLE 5.00 ENVIRONMENTAL PROTECTION

- 5.01 The Licensee covenants and agrees that all activities on the Land shall be conducted in compliance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law.
- 5.02 The Licensee covenants and agrees that:
- (a) any required analysis of environmental impacts relating to its physical works and activities on the Land shall be conducted in accordance with any Applicable Environmental Law, regulations made thereunder, and any applicable policies, directives and procedures acceptable to the Minister, and
 - (b) it shall implement and comply with any specifications, mitigative measures and environmental protection measures as set forth in any analysis of environmental impacts referred to in (a), and shall become covenants which form part of this Licence.



- 5.03 The Licensee covenants and agrees to ensure that no Contaminant shall be used, emitted, discharged, stored or disposed of except in strict compliance with Applicable Environmental Law and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law. The Licensee shall implement and comply with any specifications, mitigative measures and environmental protection measures as required by the Minister regarding the use, emission, discharge, storage or disposal of any Contaminant. Such specifications, mitigative measures and environmental protection measures shall become covenants which form part of this Licence.
- 5.04 The Licensee covenants and agrees to provide the Minister with written notice of any anticipated or actual adverse environmental impacts attributable to the use of the Land immediately upon discovery by the Licensee, and if the Minister considers remedial action to be necessary, the Licensee hereby agrees to undertake remedial action immediately using the appropriate technology, design or repair to the satisfaction of the Minister and pay the costs of such remedial action. Furthermore, the Licensee agrees that all such remedial action shall be undertaken in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law, and in a manner so as to minimize any impact on the Land and elsewhere.
- 5.05 The Licensee covenants and agrees that should the Licensee fail to take any mitigative measures required by the Minister as set forth in Article 5.02 and 5.03, or fail to commence and diligently complete the remedial action required in Article 5.04, the Minister may, upon written notice to the Licensee, carry out the specifications, complete the required mitigative measures or remedial action and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs will constitute a debt due and owing to Her Majesty and shall be payable upon demand.

ARTICLE 6.00 DUTY TO MAINTAIN AND RIGHT OF INSPECTION

- 6.01 The Licensee covenants and agrees that in relation to the Licensee's use of the Land:
- (a) it shall maintain or cause to be maintained the Land including any Structures thereon in a good state of maintenance and repair. If the Licensee fails to commence and diligently proceed to make such repairs or remedy such condition within thirty (30) days of written notice from the Superintendent, the Superintendent may enter the Land including any Structures thereon, make the said repairs, or remedy such condition, and charge the costs thereof to the Licensee and such costs, including reasonable costs for administration, shall constitute a debt due and owing to Her Majesty and shall be payable upon demand; and
 - (b) the Superintendent or his agents shall be entitled to enter and inspect the Land including any Structures thereon at all reasonable times, including normal business hours, for the purpose of inspecting and ascertaining the condition or state of repair thereof, or verifying that the covenants and other provisions of this Licence are being complied with.

ARTICLE 7.00 SUBMISSION OF PLANS AND SPECIFICATIONS

- 7.01 (a) The Licensee shall submit plans and specifications for any construction, additions and alterations to the Land including any Structures for the approval of the Superintendent, in accordance with but not limited to the current development review process, site management plans, community plans, by-laws, guidelines, approvals, requirements, standards, orders, directives, zoning and such other regulations that are applicable to the Land and such other requirements specified by the Superintendent.
- (b) Upon approval by the Superintendent of the plans and specifications mentioned in (a), the Licensee shall obtain all necessary permits, licences and approvals and shall within one (1) year of the date of the issuance of all necessary permits, licences and approvals or such longer period of time as the Superintendent may deem warranted, complete the construction, additions and alterations to the Land and any Structures including the remedying of any deficiencies.



- 7.02 With respect to any development pursuant to Articles 7.01, the Licensee shall, at the request of the Superintendent, obtain a performance bond and labour and material payment bond or other form of security, in a form and such amounts to be determined by the Superintendent. Such security shall remain in full force and effect for such reasonable period of time as the Superintendent may deem warranted.

ARTICLE 8.00 ALIENATION

- 8.01 The Licensee shall not, at law or otherwise, assign, transfer, sublicense or otherwise alienate this Licence or any of the rights hereunder.
- 8.02 A transfer or issuance of the shares of a corporate licensee which would have the result of transferring effective control of the corporate licensee, or any other change in the corporate structure of the corporate licensee which would have the same result, shall be deemed to be an assignment contemplated by Article 8.01 and shall be deemed a violation of Article 8.01 unless written consent of the Minister is first obtained.

In the case of a corporate licensee, the shares of which are publicly traded, the consent of the Minister shall be obtained forthwith upon the corporate licensee receiving written notice that a share transaction has occurred, or will occur, that has resulted, or will result, in a change of control of the corporate licensee. The corporate licensee shall provide the Minister with any additional information and documentation that the Minister may require in order to determine whether to consent to the deemed assignment.

- 8.03 The Licensee or a legal representative of the Licensee shall provide to the Superintendent, within thirty (30) days from the date of issuance, an original, duplicate original or certified true copy of any of the following documents relating to the Licensee or to the Land:
- (a) death certificate or funeral director's statement in the case of a deceased joint licensee;
 - (b) letters probate or letters of administration;
 - (c) evidence of change of name; and
 - (d) evidence of amalgamation or dissolution in the case of a corporate licensee.

ARTICLE 9.00 LIABILITY AND INDEMNITY

- 9.01 The Licensee shall not have any claim or demand against Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the Land or to any person or property thereon, except in the case of the negligence of Her Majesty, Her servants, agents and all those for whom Her Majesty is responsible at law.
- 9.02 The Licensee shall at all times indemnify and save harmless Her Majesty or any of Her servants, agents and all those for whom Her Majesty is responsible at law, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to:
- (a) the Licensee's use of the Land or the use of the Land by all those for whom the Licensee is responsible at law;
 - (b) the existence of any Contaminant in, on or under the Land, as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;
 - (c) the existence of any Contaminant in, on or under other lands that has migrated from the Land, as a result of the Licensee's use of the Land, or the use of the Land by all those for whom the Licensee is responsible at law;



- (d) the remediation of any Contaminant referred to in (b) or (c); or
- (e) any action taken or things done or maintained by virtue thereof, or the exercise in any manner of rights or fulfilment of any obligations arising hereunder.

ARTICLE 10.00 INSURANCE

10.01 The Licensee covenants and agrees that:

- (a) during the Period, it shall, at its sole expense, obtain and maintain commercial general liability insurance in such amounts and on such terms as a prudent operator should maintain. Such insurance will provide that Her Majesty is named as an additional insured and shall include coverage for bodily injury, including death, to any person, as well as the loss of or damage to any property, to the extent that liability for these things is connected with the Licensee's use of the Land. Furthermore, the Licensee shall increase the amount of such insurance and obtain such additional coverage as the Superintendent may from time to time require, based on the prevailing limits and coverages for the type of land use described in Article 2.01 (a);
- (b) the insurance referred to in (a) shall:
 - (i) be issued by an insurance company or companies which would be satisfactory to the Superintendent and shall provide for a minimum of thirty (30) days notice in writing by such company or companies to the Licensee and to Her Majesty of cancellation or amendment of such insurance;
 - (ii) shall contain a waiver of any subrogation rights the Licensee's insurers may have against Her Majesty and against those for whom Her Majesty is responsible at law except in the case of negligence of Her Majesty, Her servants and agents and all those for whom Her Majesty is responsible at law;
 - (iii) provide for cross liability, that is to say, that the insurance shall indemnify each named insured and each additional insured in the same manner as though separate policies were issued in respect of any action brought against any of the insureds by any other insured;
- (c) it shall not do or omit to do or allow anything to be done or omitted to be done on the Land which will in any way impair or invalidate such insurance referred to herein.

ARTICLE 11.00 REMOVAL OF IMPROVEMENTS

- 11.01 Upon expiration or termination of this Licence, the Licensee shall sever and remove all of the Licensee's Structures from the Land. If the Licensee fails to remove all of the Licensee's Structures within thirty (30) days of the expiration or termination of this Licence, the Superintendent may remove the Licensee's Structures and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.
- 11.02 Subsequent to the removal of all of the Licensee's Structures in accordance with this Article, the Licensee shall rehabilitate the Land in accordance with instructions from the Superintendent and to the satisfaction of the Superintendent. If the Licensee fails to comply with this Article then the Superintendent may rehabilitate the Land and charge the costs thereof, including reasonable costs for administration, to the Licensee, and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.



ARTICLE 12.00 CONDITION OF THE LAND UPON EXPIRATION OR TERMINATION

12.01 The Licensee covenants and agrees that upon expiration or termination of this Licence, the Licensee shall at its own cost:

- (a) at the request of Her Majesty, complete an analysis of environmental impacts as required by any Applicable Environmental Law and regulations made thereunder, and by any applicable policies, directives and procedures acceptable to the Minister;
- (b) remove any or all of the Licensee's Structures from the Land;
- (c) clean up the Land in respect to all Contaminant in accordance with Applicable Environmental Law, and in accordance with environmental practices acceptable to the Minister if there is no Applicable Environmental Law;
- (d) leave the Land free from all garbage and debris;
- (e) restore the land to a good state of maintenance and repair,

all to the satisfaction of the Superintendent in his sole discretion.

12.02 If the Licensee fails to comply with the provisions of Article 12.01, the Minister may, upon written notice to the Licensee, complete the obligations of the Licensee and charge the costs thereof, including reasonable costs for administration, to the Licensee and such costs shall constitute a debt due and owing to Her Majesty and shall be payable upon demand.

12.03 This Article shall not apply to the following:

- (a) lands where Her Majesty has granted other licenses of occupation; or
- (b) lands for use by Her Majesty for Site purposes.

ARTICLE 13.00 DEFAULT AND TERMINATION

13.01 In respect to this Licence in the event that:

- (a) any portion of the annual Licence Fee hereby reserved is unpaid for more than thirty (30) days after becoming due, whether formally demanded or not;
- (b) the Licensee fails to continuously, regularly, duly and punctually perform, observe or keep any of the other covenants and provisions herein contained,

the Minister may, by notice in writing, require the Licensee to remedy any such default within such period of time as the Minister may deem warranted.

If in such case, the Licensee does not remedy such default within the time prescribed, it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided Her Majesty will nevertheless be entitled to recover from the Licensee the Licence Fee then accrued or accruing.

13.02 Notwithstanding anything herein contained, if the Licensee should at any time during the Period hereof:

- (a) make an assignment for the benefit of creditors pursuant to the *Bankruptcy and Insolvency Act*;
- (b) be adjudged bankrupt pursuant to the *Bankruptcy and Insolvency Act* provided that such order shall have remained in force for no less than thirty (30) days and shall not have been stayed;



- (c) file any petition or institute any proceedings under the *Bankruptcy and Insolvency Act, Companies Creditors Arrangement Act*, or similar legislation affecting the rights of creditors generally;
- (d) be subject to the appointment of a receiver or trustee who is not discharged within sixty (60) days from the date of such appointment;
- (e) abandons the Land, or demonstrate an intention to abandon the Land; or
- (f) shall attempt to sell, dispose of or remove its goods and chattels so that there would not, in the event of such sale, disposal or removal, be a sufficient distress on the Land for three (3) months' Licence Fee,

it will be lawful for the Minister, in the Minister's sole discretion, without notice to the Licensee, to declare the Period ended and this Licence terminated and thereupon, these presents and everything herein contained and will absolutely cease, terminate and be void without re-entry or any other act or any suit or legal proceedings to be brought or taken, provided Her Majesty will nevertheless be entitled to recover from the Licensee the annual Licence Fee then accrued or accruing.

13.03 Termination of this Licence pursuant to any of the provisions herein shall be wholly without prejudice to the right of Her Majesty to recover arrears of the annual Licence Fee or any other right of action by Her Majesty in respect of any antecedent breach of covenant or other provision herein contained, and the rights shall survive the termination of this Licence, whether by act of the parties or by operation of law.

ARTICLE 14.00 OFFICIAL LANGUAGES

14.01 The Licensee shall endeavour to provide services to the public in both official languages of Canada and to ensure that signs, notices and printed materials used for the purpose of informing the public are written in both official languages, and the Licensee will upon the request of the Superintendent obtain the approval of the Superintendent prior to their being displayed or distributed.

ARTICLE 15.00 DISPUTES

15.01 Any question or dispute that arises between the Parties hereto over any of the covenants, terms, obligations, or provisions of this License or the interpretation thereof, shall be referred to a court of competent jurisdiction for determination.

ARTICLE 16.00 MISCELLANEOUS

16.01 Any notice, request or other communication required by or affecting this Licence may be served upon the parties hereto by sending it by mail, facsimile or other electronic message which provide a hard copy, postage or charges prepaid addressed to:

- (a) in the case of Her Majesty;
Minister of the Environment
c/o the Superintendent, Southwestern Ontario Field Unit
P.O. Box 38
Amherstburg, ON
N9V 2Z2

and

- (b) in the case of the Licensee;

the Licensee's last known address, or to the Land itself, or by leaving it at that address, or by personally serving it upon the party referred to therein.

Any notice addressed by mail to Her Majesty or to the Licensee pursuant to this Article will be deemed to have been effectively given on the seventh (7th) business day following the date of mailing. Such addresses may be changed from time to time

by either party giving notice as provided herein. In the event of any disruption of postal service, notices will be personally served upon the parties hereto.

- 16.02 A waiver, condonation, forgiveness or forbearance by either party hereto of the strict performance by the other of any covenant or provision of this Licence shall be in writing and shall not of itself constitute a waiver of any subsequent breach of that covenant or provision or any other covenant or provision thereof. The failure of Her Majesty to require the fulfilment of any obligation of the Licensee, or to exercise any rights herein contained shall not constitute a waiver or acquiescence or surrender of those obligations or rights.
- 16.03 If for any reason any covenant or provision contained in this Licence, or the application thereof to any party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or provision shall be deemed to be independent of the remainder of this Licence and to be severable and divisible from this Licence. The invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of this Licence or any part thereof. The intention of Her Majesty and the Licensee is that this Licence would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal. In the event that any covenant or condition is so determined, the Minister may, in the Minister's sole discretion, replace the covenant or condition with a new covenant or condition which would reflect the intention of the parties in the original covenant or condition.
- 16.04 The parties hereto specifically covenant and agree that no partnership, joint venture or any agency relationship is created or intended to be created between Her Majesty and the Licensee pursuant to this Licence. The only relationship is that of licensor and licensee.
- 16.05 The Licensee hereby confirms that it has not, nor has any person on its behalf, given, promised or offered to any official or employee of Her Majesty for or with the view to obtaining this Licence, any bribe, gift or other inducement and that it has not, nor has any person on its behalf, employed any person to solicit or secure this Licence upon any agreement for a commission, percentage, brokerage or contingent fee.
- 16.06 Whenever the provisions of this Licence, unless the text expressly states otherwise, require an approval of or consent to any action, request, document or plan by a party or require any party to be satisfied as to any of the foregoing, a party shall not arbitrarily or unreasonably withhold, delay or exercise such approval or consent. It shall be considered reasonable that in addition to anything set forth in this Licence, Her Majesty, the Minister and the Superintendent may consider applicable statutes and regulations thereunder, government policies and management plans as well as anything that may be necessary for the preservation, control or management of the Site or for the safety of the public. Furthermore, nothing herein shall limit any discretion of Her Majesty, the Minister or the Superintendent which discretion is set forth under any applicable statutes and regulations thereunder. In addition, the Licensee acknowledges and agrees that it shall be considered reasonable for Her Majesty, the Minister and the Superintendent to take the time for appropriate internal consultation as well as consultation with third parties as may be necessary for the granting of such approval or consent.
- 16.07 Time is of the essence of this Licence and all of the provisions hereof.
- 16.08 No implied terms or obligations of any kind on behalf of Her Majesty shall arise from anything in this Licence or any improvements effected by the Licensee, and the express covenants and agreements herein contained and made by Her Majesty are the only covenants and agreements upon which any rights against Her Majesty are to be funded.
- 16.09 No exercise of any specific right or remedy of Her Majesty shall prejudice or preclude Her Majesty from exercising any other right or remedy provided by this Licence or allowed at law or in equity. No right or remedy provided to Her Majesty by this Licence or at law or in equity shall be exclusive or dependent upon any other such right or remedy, and Her Majesty may, from time to time, exercise any one or more such rights or remedies independently or in combination.



SCHEDULE "A" LAND

