KEMPTVILLE-ONTARIO RES # : 20190048

# EXTENSION AND AMENDING AGREEMENT FOR A LICENCE AGREEMENT FOR AN AUTOMATED WEATHER SATION (AWS).

#### **BETWEEN:**

MUNICIPALITY OF NORTH GRENVILLE, Kemptville, ON, K0G 1J0, (« Lessor »)

#### **AND**

**HER MAJESTY THE QUEEN** in right of Canada, as represented by the Minister of Environment & Climate Change Canada ("Lessee")

**WHEREAS** the Lessor and Lessee did enter into a Licence Agreement commencing on April 1, 2018 and expiring on March 31, 2019, for the use of certain premises described as Kemptville CS and shown on Schedule "A".

**AND WHEREAS** the Lessee wishes to continue to occupy the Licensed Land under a formal arrangement as soon the current Agreement will be expired and there is a mutual desire to formalize Lessee's continued occupation of the Licensed Land;

**AND WHEREAS** both parties agree and acknowledge that the annual rents has been paid in full for the period of up to and including the day immediately preceding the Effective Date.

**NOW THEREFORE** in consideration of the Licence Fee and the mutual covenants set out herein, the parties do hereby agree as follows:

- 1. The said Licence is hereby extended for a further period of Twenty years commencing the First Day of April 2019, and terminating the Thirty First Day of March 2039.
- 2. The Lessee shall pay to the Lessor an annual Licence Fee of One Dollar and 00/100 dollars (\$ 1.00) as a token amount.
- 3. The Lessor hereby grants to the Lessee an option to extend the Term for Two (2) additional periods of Five (5) years each. The Lessee shall exercise said option(s) by providing a written notice to the Lessor at least six (6) months prior to the expiration of the term hereby granted.
- 4. If the Licensee continues to occupy the Licensed Land without proper notice to the Licensor of the Licensee's intention to renew this Agreement for an additional renewal term, the Licensee shall remain as a Licensee of the Licensed Land and continue the authorized use of the Licensed Land, but solely on a month-to-month basis and shall, otherwise, be subject to the provisions of this Agreement.
- 5. Notwithstanding the expiration date stipulated in Section 1, the Parties may, on mutual consent in writing, terminate this Agreement at any time by giving at least ninety (90) days written notice of its intention to terminate the Agreement.
- **6.** Except as amended by this agreement, the Licence continues in full force and effect in accordance with its terms. All other terms and conditions contained in the said Licence remain unchanged.

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## **SIGNATURES**

The Parties have executed this Extension and Amending Agreement by the hands of their duly authorized representatives as follows:

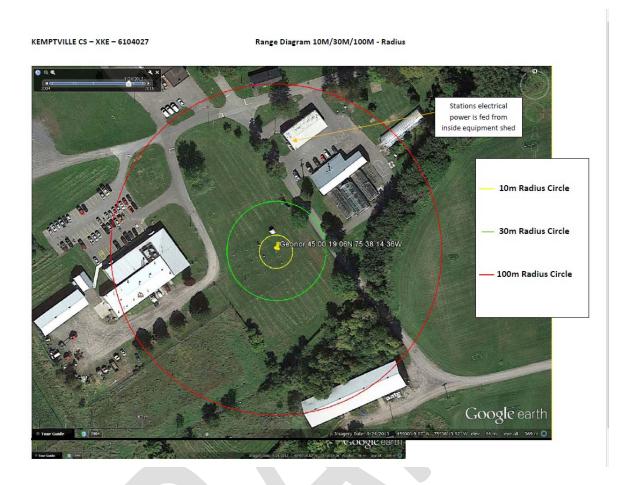
The Lessor:		
	Nancy Peckford Mayor	-
	Cahl Pominville Clerk	-
	Signed thisday of	, 2019.
The Lessee:	HER MAJESTY THE QUEEN IN RIGHT OF CA As represented by the Minister of the Environm Responsible for Environment Canada.	
	Melanie Peris	
	Director, Real Property Management Division Asset, Real Property and Security Directorate Corporate Services Branch	
	Signed thisday of	, 2019.

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## **SCHEDULE A**

#### **Plans**

Municipal Address: Kemptville Ontario Site Coordinates: N 45° 00'19", W 75° 38'14"





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