

Authorization Agreement – Ducharme Lane Development

Phase 2 Sanitary Sewer Installation

THIS AGREEMENT ("**Agreement**") is made the 13th day of January, 2025 (the "**Effective Date**"), by and between THE CORPORATION OF THE TOWN OF ESSEX (together with its employees, agents, contractors, others acting on its behalf and those for whom it is legally responsible, collectively "**Grantor**"), and the CORPORATION OF THE TOWN OF AMHERSTBURG (together with its employees, agents, contractors, others acting on its behalf and those for whom it is legally responsible, collectively, "**Grantee**").

WHEREAS, in connection with Grantors' requirement to have an alteration to a Separate Sewer on certain real property owned by the Grantor and located at Ducharme Lane as depicted in Exhibit A (the "**Property**"),

AND WHEREAS, the Ministry of Environment, Conservation and Parks (the MECP) has issued an Environmental Compliance Approval ('**ECA**') to the Grantee for a municipal sewage collection system,

AND WHEREAS, the ECA has imposed restrictions regarding Authorizations of Future Alterations for Separate Sewers, Nominally Separate Sewers and Forcemains - Additions, Modifications, Replacements and Extensions;

AND WHEREAS, in order to effect the alterations required by the Grantor, the Grantee requires access to the Property, the Grantor and the Grantee have agreed as follows:

1. The Grantor provides approval for the Grantee to authorize a separate sewer extension at the property and acknowledges that the Grantee will do so in full compliance with the ECA that was issued to the Grantee and all applicable federal, provincial and local laws and regulations.
2. The Grantor provides to the Grantee a non-exclusive and revocable license to enter the Property to operate and maintain certain personal property owned by the Grantee as described on Exhibit A attached hereto and incorporated herein by reference (the "**Equipment**") (Licensee's alteration, maintenance and inspection of the Equipment hereinafter referred to as the "**Work**") for the useful life of the Equipment, as long as such Equipment is owned by Amherstburg (the "**Access Period**"). Grantee will when reasonably possible provide prior notice in writing of the specific dates and times that the Grantee intends to perform the Work.
3. At all times in connection with the Work, Grantee shall perform such work as Grantee has traditionally done when provided with access by the Grantor to the Property.
4. The Grantee's performance of the Work shall be performed in full compliance with all applicable federal, provincial and local laws and regulations and in full compliance with all requirements or orders of any governmental agencies having jurisdiction.
5. Termination of this Agreement shall not affect any rights, claims or causes of action based (in whole or part) on rights hereunder and events occurring prior to the Grantee's removal from the Property of all its employees, contractors, equipment and materials upon termination, all of which shall survive termination.
6. Grantee shall indemnify and hold harmless Grantor, from and against any and all losses, costs, and legal fees incurred, asserted against or threatened to be asserted against Grantor by any person

related to the Grantee's presence on the Property or the Work performed by Grantee under this license. This indemnification and Grantee's obligations hereunder shall survive the cancellation, termination or expiration of this Agreement

7. Nothing contained herein will be deemed or construed to create the relationship of employer and employee, principal and agent, partnership, joint venture, or of any association or relationship whatsoever between the Grantee and the Grantor other than the relationship of Grantor and Grantee. Neither party will have the right to enter into any contract or take any action on behalf of other party, or otherwise to obligate the other party in any way.
8. At no time shall the Grantee have or claim at any time any interest, encumbrance or estate of any kind or extent whatever in or to the Property by virtue of this Agreement and its privilege of access or use hereunder. This Agreement creates only an authorization and not an easement or other interest in or to the Property.
9. No assignment of this Agreement and no sub-agreement for any purpose will be made or granted by Grantee without the prior, written consent of Grantor except that the right of access shall apply to any subcontractors of Grantee necessary to perform the Work. Grantee shall at all times remain liable for the obligations of Grantee described herein.
10. The rights and obligations of the parties contained herein shall survive termination of the Agreement.
11. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement.
12. This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same instrument, and any party or signatory hereto may execute this Agreement by signing any such counterpart. Delivery of a facsimile of an executed copy of this Agreement shall be effective to bind the executing party. Each party so executing this Agreement shall promptly deliver an original executed counterpart to the other signatories. A facsimile or digital copy of this signed Limited Access Agreement shall be deemed to be an original thereof.

-Remainder of page intentionally left blank. Signature blocks to follow-

IN WITNESS WHEREOF, Grantor and the Grantee have executed this Agreement on the day and year first above written.

**THE CORPORATION OF THE
TOWN OF ESSEX**

Title:

Title:

We have authority to bind the Corporation

**CORPORATION OF THE
TOWN OF AMHERSTBURG**

Title: Chief Administrative Officer

I have authority to bind the Corporation

EXHIBIT A

DESCRIPTION OF EQUIPMENT

Sewage Collection System located on Ducharme Lane within the Boundaries of the Town of Essex as depicted below in Figure 1.

Figure 1

