

SITE FOR SIREN F32-1

AGREEMENT FOR INSTALLATION OF SIREN ON LANDS

MEMORANDUM OF AGREEMENT made in duplicate

BETWEEN

THE CORPORATION OF THE TOWN OF PELHAM
 Offices at 43 South Pelham St., Fonthill, Ont.
 the County of Welland of Welland, in
 the Province of Ontario (hereinafter
 referred to as "The Licensor")

of the First Part:

AND

HER MAJESTY THE QUEEN IN RIGHT OF CANADA represented
 herein by the Minister of National Defence (hereinafter referred
 to as "Her Majesty")

of the Second Part.

WHEREAS the Licensor represents that he is the owner of a parcel of land situated on
 West Canboro Road Street, in the Town of Pelham (Village of Fonthill)
 in the Province of Ontario, being (part of) Block H
 as shown on a plan registered as number 25
 in the Registry Office for the Registry Division of the County of Welland ;

AND WHEREAS Her Majesty has made application to the Licensor for permission to
 install and operate on the said lands a siren and its ancillary equipment and supporting
 structure, for attack warning purposes;

AND WHEREAS the Licensor has consented to grant the application of Her Majesty subject
 to such terms and conditions as are hereinafter contained.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the
 covenants, terms and conditions hereinafter reserved and contained the Licensor hereby
 grants leave and license to Her Majesty to construct, install, maintain, operate, replace
 and remove an electrically actuated siren and its ancillary equipment together with a
 tower for the purpose of carrying the same, for attack warning purposes, at the following
 location on the said lands: on public park land approximately 45 ft. west of park land

the said leave and license to be irrevocable, except as hereinafter provided, for a term of
 one years from the first day of December, 19 71
 and thereafter from year to year

1. THE LICENSOR COVENANTS AND AGREES WITH HER MAJESTY:

- a. subject to the availability thereof from his own source of supply, to supply
 Her Majesty with any electrical power which She may require for the
 operation of the said siren and its ancillary equipment during the currency
 of this agreement, and for that purpose to permit Her Majesty to connect
 the same to his electrical system at such point as is most convenient to
 Her Majesty;
- b. that Her Majesty or any person, firm or corporation acting on Her behalf
 shall have the right at all reasonable times to enter upon the said lands
 during the continuance of this agreement for the purpose of carrying out
 the works herein provided for;

AC. not to do any act to interrupt or interfere with the supply of power to Her Majesty except when necessary for the purpose of making repairs or adjustments to his own electrical system and, as far as reasonably possible, to give prior notification thereof to Her Majesty;

d. that Her Majesty on performing and observing the covenants and conditions on Her part to be performed and observed shall and may during the currency of this agreement peaceably hold and enjoy the rights hereby granted without hindrance, molestation or interruption on the part of the Licensor or of any person, firm or corporation claiming by, through or under the Licensor;

~~and that the Licensor will, upon the written request of Her Majesty, three months previous to the expiration of the said term, grant to Her Majesty a renewal of this agreement for a further term of years, at the option of Her Majesty, on the same conditions, and such renewal agreement shall contain all the terms and conditions of this agreement, excluding the covenant of renewal~~

2. HER MAJESTY COVENANTS AND AGREES WITH THE LICENSOR:

- a. to pay to the Licensor in consideration of the rights hereby granted (including any electrical power consumed by Her Majesty hereunder) the annual sum of ONE dollars (\$ 1.00), in advance; WHEN DEMANDED
- b. to use the rights hereby granted for the purposes set forth herein and for no other purpose;
- c. to construct, install and operate the said siren and its ancillary equipment and tower at Her Majesty's own expense, in a good and workmanlike manner, and so as to cause no unnecessary damage or disturbance to the property of the Licensor or unnecessary interruption or disturbance of his power supply;
- d. that the base area of the said tower will not exceed square feet, and that its height will not exceed FORTY FIVE FEET
- e. at Her own expense to construct and maintain any fencing around the said tower which may be required to prevent injury to persons or property;
- f. not to assign or transfer the rights hereby granted or any part thereof without the prior written consent of the Licensor;
- g. to assume all risk of loss, damage or injury to Her servants, employees, agents and property except to the extent that such loss, damage or injury is caused or contributed to by the negligence of the Licensor, his servants, employees or agents;
- h. to compensate the Licensor, his tenants and licensees for any injury or damage to persons or property in any way arising out of the enjoyment by Her Majesty of the rights hereby granted;
- i. to indemnify and save harmless the Licensor, his heirs, executors, administrators, successors and assigns of and from all injury, damage, actions, suits, claims and demands of whatsoever nature in any way arising out of the enjoyment by Her Majesty of the rights hereby granted, except to the extent that the same are caused or contributed to by the negligence of the Licensor, his servants, employees or agents;
- j. that upon the termination of this agreement or within a reasonable time thereafter Her Majesty shall at her sole expense remove the said siren and ancillary equipment and tower and restore the property affected by such removal as nearly as is reasonably possible to the same condition in which it was at the commencement of this agreement.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that;

a. notwithstanding anything to the contrary herein contained, continued occupation by Her Majesty of the said premises subsequent to the expiration of the term hereof, shall be deemed to constitute the exercise by Her Majesty of the above mentioned option to renew this agreement, save and except when Her Majesty has by written notice at least one month previous to the expiration of this agreement, advised the Licensor of Her intention not to renew for such further period;

EITHER PARTY

b. ~~Her Majesty~~ may terminate this agreement at any time by giving thirty (30) days' prior written notice of termination to the ~~Licensor~~ ^{other party}, and in the event of termination the Licensor shall refund to Her Majesty the appropriate pro rata proportion of any monies paid in advance by Her Majesty hereunder;

c. this agreement shall inure to the benefit of and be binding upon the parties hereto, their executors, administrators, successors and assigns;

d. wherever the singular or masculine pronoun is used herein it shall be construed as meaning the plural or feminine or the body corporate or politic, where the context or the parties hereto so require;

e. no member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. (Senate and House of Commons Act, R.S.C., 1952, Chapter 249, Section 19(1)).

IN WITNESS WHEREOF these presents have been duly signed and sealed by the Licensor and by the duly authorized representative of the Deputy Minister of National Defence on behalf of the Minister of National Defence representing Her Majesty the Queen in right of Canada, this 16th. day of October, 1972

SIGNED, SEALED AND DELIVERED)
by the Licensor, in the
presence of;

) *E.C. Brown Acting Major*.....
)
)
)
)

.....
Witness

SIGNED, SEALED AND DELIVERED)
on behalf of Her Majesty the Queen,)
in the presence of:)

) DEPARTMENT OF NATIONAL DEFENCE
)
)
)
)

.....
Witness

.....
(Signature and appointment)

for Deputy Minister