

THIS AGREEMENT made this 18th day of May, 2022.

B E T W E E N :

THE CORPORATION OF THE TOWNSHIP OF WILMOT

(hereinafter the “**Township**”)

- and -

1210918 ONTARIO INC.

(hereinafter the “**Company**”)

(collectively referred to as the “**Parties**”)

WHEREAS the Township is undertaking reconstruction efforts on the steel bridge structure known as Structure 34/B T-9 over the Nith River (the “**Project**”);

AND WHEREAS the Company is the registered owner of the lands more particularly described in **Schedule “A”** (the “**Lands**”);

AND WHEREAS the Parties deem it expedient, as part of the Project, for the Township to use a portion of the Lands as more particularly set out in **Schedule “B”** (the “**Subject Lands**”) for, among other things, storage, disassembly and salvage operations relating to the Project (the “**Works**”);

NOW THEREFORE IN CONSIDERATION of the sum of two dollars (\$2.00) paid by the Township to the Company and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.1 Recitals

The Parties agree that the above-noted recitals are true in substance and in fact and form a part of this Agreement.

1.2 Schedules

Schedules attached to this Agreement form part of this Agreement and have the same force and effect as if the information on them were contained in the body of this Agreement.

1.3 The Subject Lands

The Company consents and agrees to permit the Township, its contractors, agents, assignees, or anyone else for whom it is at law responsible, access to the Subject Lands, at all times, in order to permit the Township to carry out the Works, from June 1, 2022 to July 3, 2023.

1.4 Method of Access

The Township, its contractors, agents, assignees, or anyone else for whom it is at law responsible shall access to the Subject Lands from Bridge Street, along the southern limit of the Subject Lands.

1.5 Disturbances

The Township agrees to delineate the Subject Lands, and the access thereto, with construction fencing so as to minimize disturbance, at the Township's sole cost and expense.

1.6 Subject Lands Returned to Same Condition

Prior to the expiration of this Agreement, all items placed on the Subject Lands by the Township, its contractors, agents, assignees, or anyone else for whom the Township is at law responsible, such as granular material, filter cloth and bridge structure materials, will be removed and any and all damage done, if any, to the Subject Lands resulting from the Works will be rectified by the Township, at the Township's sole cost and expense.

1.7 Liability

The Township, its contractors, agents, assignees, or anyone else for whom the Township is at law responsible, shall be solely responsible for any damages or liabilities arising from the Works.

1.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the Works and supersedes all previous communications, representations, warranties and agreements, either written or verbal.

1.9 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered, is an original but all of which taken together constitutes one and the same instrument. The delivery of an executed counterpart copy of this Agreement by facsimile or email will be deemed to be the equivalent to delivery of an original executed copy.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date on the first page of this Agreement.

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**THE CORPORATION OF THE
TOWNSHIP OF WILMOT**

Per: _____
Name:
Title:
I/We have the authority to bind the Township.

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1210918 ONTARIO INC.

Per: H. Weiss
Name: Hartmut Weiss
Title: OWNER
I/We have the authority to bind the Township.

SCHEDULE "A"

THE LANDS

Legal Description: PT LT 21 BLK A CON 3 WILMOT AS IN 83180; WILMOT

PIN: 22204-0081 (LT)

SCHEDULE "B"
THE SUBJECT LANDS

The Subject Lands have been marked with a red 'X' on the map below:

