

**The Corporation of the Township of Wollaston**  
**By-Law No. 28-19**

A By-Law to authorize an agreement between  
the Township of Wollaston and Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort  
Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd.

**WHEREAS** Section 9 of the Municipal Act 2001, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

**AND WHEREAS** it is the desire of the Corporation of the Township of Wollaston to enter into an agreement with Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd. for access to the shoreline of Wollaston Lake via the shore road allowance,

**AND FURTHER** to allow a building permit for a dock extension to hereby be issued as per Superior Court of Justice order dated March 14<sup>th</sup> 2017.

**NOW THEREFORE** the Council of the Corporation of the Township of Wollaston enacts as follows:

1. That the Reeve and Clerk are hereby authorized to sign an agreement with Jason S. Morrison, Traci E. Morrison, Bear Ridge Resort Inc., Stranges Drywall Ltd., and N.J Stranges Drywall and Construction Ltd. for access to the shore line of Wollaston Lake via the shore road allowance.
2. That the agreement referred to herein shall be attached to and form part of this by-law.

Passed this 21<sup>st</sup> day of May, 2019



Barbara Shaw  
Reeve



Dylinna Brock  
Clerk

**LICENSE AGREEMENT**

THIS AGREEMENT made this      day of May, 2019

**B E T W E E N:**

**JASON SIMON MORRISON AND TRACI ELIZABETH MORRISON  
AND BEAR RIDGE RESORT INC.  
(Hereinafter called the "Licensees")**

Parties of the FIRST PART

-and-

**THE CORPORATION OF THE TOWNSHIP OF WOLLASTON  
(Hereinafter called the "Township")**

Party of the SECOND PART

-and-

**STRANGES DRYWALL LIMITED and  
N.J. STRANGES DRYWALL & CONSTRUCTION LTD.  
(Hereinafter called the "Mortgagees")**

Parties of the THIRD PART

**WHEREAS** Jason Simon Morrison and Traci Elizabeth Morrison are the registered owners of the property bearing the civic number 563 The Ridge Road, described as Part of Lots 13 and 14, Concession 6, in the Township of Wollaston, in the County of Hastings (hereinafter called the "Subject Lands");

**AND WHEREAS** Jason Simon Morrison and Traci Elizabeth Morrison carry on the business of a recreational campground on the Subject Lands through their company Bear Ridge Resort Inc.;

**AND WHEREAS** the Township is the owner of the shore road allowance between Wollaston Lake, the Ridge Road and the Subject Lands (hereinafter called the "Road Allowance");

**AND WHEREAS** the Licensees desire access to the shoreline of Wollaston Lake via the Road Allowance to serve as waterfront access for the Subject Lands and the operations of Bear Ridge Resort Inc., including access to docks and use of a beach;

**AND WHEREAS** the Township has agreed to grant the Licensees permission to use the Road Allowance on the terms and conditions hereinafter set out;

**NOW THEREFORE** in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties hereto) parties hereto agree as follows:

1. In consideration of the covenants hereinafter contained on the part of the Licensees, the Township hereby grants to the Licensees the non-exclusive right, in the form of a license, to use that portion of the Road Allowance as depicted on Schedule A hereto for the purpose of waterfront access to Wollaston Lake for the operations of Bear Ridge Resort Inc., including access to docks and use of a beach (the "Licence").
2. The term of the Licence shall be for ten (10) years from the date of execution of this Agreement by all parties.
3. The Licensees maintain the right, at the Licensees' discretion, to renew the Licence for an additional ten (10) year term provided that the Licensees shall exercise the right to renewal within six (6) months of the expiry of the initial term.
4. Notwithstanding Sections 2 and 3 of this Agreement, the Township may terminate the Licence if:
  - a. on fifteen (15) days' written notice of a breach of this Agreement, the Licensees fail to remedy the breach to the satisfaction of the Township;
  - b. the Township requires the use of the Road Allowance or when it is in the public interest, provided that the Township shall provide the Licensees with six (6) months' written notice of termination.
5. Notwithstanding Section 2 of this Agreement, the Township and the Licensees may cancel the Licence at any time upon their written mutual consent.
6. The Licensees specifically acknowledge and agree that the Township is under no obligation to repair, improve or maintain the untravelled portion of the Road Allowance or any part thereof.
7. The Licensees specifically acknowledge and agree that no legal title or leasehold interest in the Road Allowance shall be deemed or construed to have been created or vested in the Licensees in relation to this Agreement.
8. The Licensees shall at all times during the term of the Licence maintain at their expense in good operating order to the satisfaction of the Township:

- a. the existing dock extending approximately 38.4m from the shoreline of Wollaston Lake;
- b. any permitted extensions to the existing dock; and
- c. the beach area;

all as depicted on Schedule A hereto.

9. In the event that the Licensees wish to make any improvements to the untravelled portion of the Road Allowance, the prior written permission of the Township must be obtained.
10. If any damage to the Road Allowance occurs as a result of the use of the Road Allowance by the Licensees or their employees, agents, servants, workmen, invitees or customers, the Licensees shall repair and restore the Road Allowance to the satisfaction of the Township.
11. The Licensees hereby covenant and agree to indemnify and save harmless the Township from and against all actions, causes of action, losses, liens, damages, suits, judgements, awards, claims and demands whatsoever, whether the same shall be with or without merit and from all costs which the Township may be put in defending or settling demands, which may arise either directly or indirectly, by reason of, or as a consequence of or in any way related to the use of the Road Allowance by the Licensees or any of their employees, agents, servants, workmen, invitees or customers.
12. The Licensees covenant and agree to maintain a liability insurance policy or policies satisfactory to the Township in the minimum amount of five million dollars (\$5,000,000). The Licensees shall pay any and all deductibles with respect to any claim arising thereunder. Such policy(ies) of insurance shall name the Township as an additional insured and specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Township. A certified copy of such policy or satisfactory certificate in lieu thereof shall to be delivered to the Township prior to the execution of this Agreement by the Township and shall from time to time, at the request of the Township, furnish proof to the Township that all premiums for such policy have been paid and that the insurance continues in full force and effect. The policy(ies) of insurance shall be endorsed to provide that the policy(ies) will not be altered, cancelled or allowed to lapse without sixty (60) days' written notice to the Township.
13. The Licensees and the Mortgagees hereby consent to the registration of this Agreement on the title to the Subject Lands.
14. The Licensees shall not transfer or assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Township.

**15. The Mortgagees agree that, in the event that they or either of them transfer any interest in the Subject Lands or any part thereof pursuant to their mortgage security, the title to the Subject Lands shall continue to be subject to the terms and provisions of this License Agreement and the Mortgagees covenant with the Township to obtain a written acknowledgement from the subsequent transferee that the said transferee will be bound by the terms and provisions of this Agreement as if the transferee had executed this Agreement. In the event that the Mortgagees or either of them becomes a mortgagee in possession of the Subject Lands or any part thereof, or obtains the equity of redemption in the Subject Lands or any part thereof, then the Mortgagees acknowledge and agree that they shall be bound by and shall comply with the obligations of the Licensee as set out in this Agreement.**

**16. All notices, requests, demands or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by fax or by mail, addressed to such other party or delivered to such other party as follows:**

**to the Licensees: c/o Jason and Traci Morrison  
Bear Ridge Campground and Cottages  
563 The Ridge Road  
Coe Hill, ON K0L 1P0**

**to the Township: The Township of Wollaston  
90 Wollaston Lake Road,  
Coe Hill, ON K0L 1P0  
Attn: Clerk**

**to the Mortgagees:**

**or at such other address as may be given by any of them to the others in writing from time to time and such notices, requests, demands or other communications shall be deemed to have been received when faxed or delivered, or, if mailed seventy-two (72) hours after 12:01 a.m. on the day following the day of the mailing thereof.**

**17. The failure of the Township to insist on strict performance of any of the terms, provisions, covenants or obligations herein shall not be deemed to be a waiver of any rights or remedies that the Township may have, and shall not be deemed to be a waiver of any subsequent breach or default of the terms, provisions, covenants and obligations herein contained.**

18. If any term or provision of this Agreement or the application thereof to any person shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to all persons other than those to whom it was held to be invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

19. This Agreement shall and to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, successors in title and permitted assigns.

**IN WITNESS WHEREOF** the corporate parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their duly authorized officers in that behalf and the individual parties hereto have hereunto set their hands and seals.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

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)   
) **Traci Elizabeth Morrison**

)  
)   
) **Jason Simon Morrison**

) **BEAR RIDGE RESORT INC.**

) \_\_\_\_\_  
) Per:


) I have the authority to bind the corporation

) **THE TOWNSHIP OF WOLLASTON**

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) \_\_\_\_\_  
) Per: , Reeve

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) \_\_\_\_\_  
) Per: , Clerk

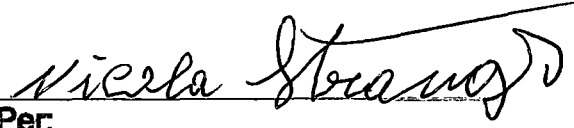
) **STRANGES DRYWALL LIMITED**

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) Per:

) I have the authority to bind the corporation

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) **N.J. STRANGES DRYWALL &  
) CONSTRUCTION LTD.**

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) Per:

) I have the authority to bind the corporation

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Bill \$3211.74