

Schedule "A"

**LICENCE TO OCCUPY CITY PROPERTY**

**THIS LICENCE** made in duplicate this 29<sup>th</sup> day of April, 2025.

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

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

(hereinafter referred to as the "City")

- and -

**SOYA (SAVE OUR YOUNG ADULTS) FROM DRUG ABUSE**

(hereinafter referred to as the  
"Licencee")

The City grants to the Licencee the right to occupy part of the property of the City ("the City Property") identified as Part of PIN 31576-0061(LT) LT 34-56 PL 17553 ST. MARY'S; SAULT STE. MARIE, specifically that part as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the purpose of constructing and maintaining a community garden.

This Licence is subject to the conditions set out in Schedule "B" attached.

In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.

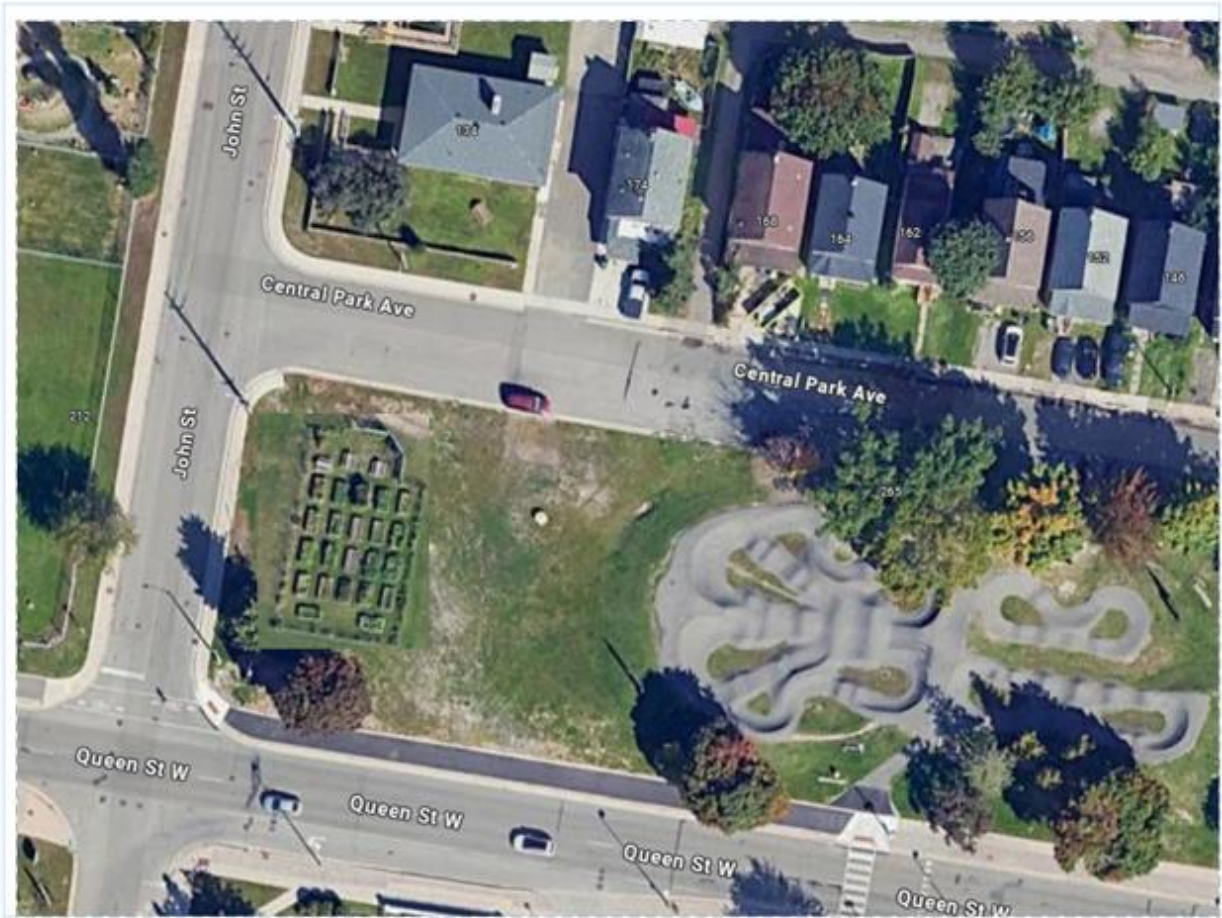
This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

In witness thereof the parties hereto have affixed their hands and seals on the date written above.

<b>SIGNED, SEALED AND DELIVERED</b>	<b>) SOYA (SAVE OUR YOUNG ADULTS) FROM</b> <b>) DRUG ABUSE</b> <b>)</b> <b>)</b> <b>) _____</b> <b>) PRESIDENT – CONNIE RAYNOR ELLIOTT</b> <b>)</b> <b>) THE CORPORATION OF THE CITY OF</b> <b>) SAULT STE. MARIE</b> <b>)</b> <b>) _____</b> <b>) MAYOR – MATTHEW SHOEMAKER</b> <b>)</b> <b>)</b> <b>) _____</b> <b>) CITY CLERK - RACHEL TYCZINSKI</b>
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**SCHEDULE "A"**



Schedule "A"

**SCHEDULE "B"**

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee permission to occupy and maintain the City Property for the purposes of a community garden.
2. For the term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's.

3. **Term**

The Term of this Licence shall commence on the 1<sup>st</sup> day of May, 2025, and shall be for a period of three (3) years, terminating on May 1, 2028. This Agreement shall automatically continue on a yearly basis thereafter on the same terms and conditions unless either party provides sixty (60) days' notice prior to the end of the initial Term or any renewal term of its desire to terminate the agreement or unless otherwise terminated in accordance with the terms and conditions as set out herein.

The City or the Licencee may cancel this Licence on giving thirty (30) days' written notice to the other party of their intention to do so.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and addressed to the party for whom intended at such party's address herein specified.

**CITY**

Assistant City Solicitor/Senior Litigation  
Counsel  
The Corporation of the  
City of Sault Ste. Marie  
99 Foster Drive  
Sault Ste. Marie, ON P6A 5X6

**LICENCEE**

SOYA (SAVE OUR YOUNG ADULTS) FROM  
DRUG ABUSE  
Connie Raynor Elliott  
S.O.Y.A. President  
178-180 Gore Street  
Sault Ste. Marie, ON P6A 1M2

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising out of or connected with, the installation, use, maintenance, presence or removal of the Licencee's community garden covered under this Licence, the intent being that the City shall be at no risk or expense to which it

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would not have been put had the Licencee's community garden not been so installed, used, maintained, operated, occupied or been removed by the Licencee.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property other than the community garden boxes and a perimeter fence to protect the garden which shall be placed at a location to be approved in advance by the City's Manager of Recreation and Culture.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, a minimum of TWO MILLION (\$2,000,000.00) Dollars comprehensive general liability insurance in respect of personal injury, death, loss or damage of or to any person or property of third parties, with insurers licenced to conduct business in Ontario. The City shall be added as an Additional Insured to the required liability insurance policy, or policies and no such policy shall be cancelled or allowed to lapse without at least thirty (30) days written notice having been given to the City. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date.
8. The Licencee acknowledges that if the City requires any access to the City Property during the Term or any renewal Terms if applicable then the City is permitted such access and the Licencee agrees not to impede the City's access.
9. If the City or any utility requires access to the City Property for any purpose such as but not limited to access to any Infrastructure, the City and such utility is hereby permitted the access it so acquires and further, the City and such utility shall not be responsible for restoring the City Property to its condition prior to such access. However, the City and utility, as applicable, shall leave the City Property in as neat and tidy a condition as possible.
10. The Licencee shall be responsible for all costs and expenses related to the installation, maintenance, use, occupation, operation and/or removal of the community garden and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same. The City shall however be responsible to provide a water source to the Licencee for the community garden at the City Property and the City shall absorb the costs for such water reasonably used.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the installation, maintenance, use, occupation, operation and/or removal of the community garden and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the presence of the community garden.
13. On termination of this Licence, the Licencee shall forthwith remove the community garden from the City Property at the Licencee's sole risk and expense and leave the City Property

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in a condition satisfactory to the City; provided that if the Licencee's community garden is not removed by the Licencee within a period of thirty (30) days from the date of such termination, then the City may remove it at the expense and risk of the Licencee.

14. The Licencee consents to the registration of this Licence on title to the City Property if desired by the City. The Licencee shall be responsible for the costs of the said registration of this Licence.
15. The Licencee covenants and agrees to pay the Corporation on the signing of this Licence and annually thereafter the sum of One (\$1.00) Dollars for the Licence hereby granted.