

DONATION AGREEMENT

This Donation Agreement made this 23rd day of March 2026

BETWEEN:

KIWANIS CLUB OF LAKESHORE FOUNDATION

(hereinafter referred to as the "Kiwanis Club of Lakeshore Foundation")

- and -

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

WHEREAS the City is the registered owner of parkland in the City of Sault Ste. Marie known as Kiwanis Park, which includes a portion of property legally described as LT 293-312, 315-350 PL 20146 ST. MARY'S; LANE PL 20146 ST. MARY'S ABUTTING ELY LIMIT OF LT 333 TO 352 PL 20146; LANE PL 20146 ST. MARY'S ABUTTING ELY LIMIT OF LT 293 TO 312 PL 20146; CALEDON ST PL 20146 ST. MARY'S LYING BTN CHAPPLE AV PL 20146 & MARWAYNE ST PL 20146; SAULT STE. MARIE, ON hereinafter referred to as "Kiwanis Park";

AND WHEREAS the City is adding new playground equipment and amenities to a portion of Kiwanis Park which will be located at the location of the existing playground equipment;

AND WHEREAS the Kiwanis Club of Lakeshore Foundation has agreed to assist the City in the acquisition of playground equipment and amenities by donating funds to the City for that purpose.

NOW THEREFORE the parties hereto agree as follows:

1. DONATION

The Kiwanis Club of Lakeshore Foundation agrees to donate funds in the amount of One Hundred and Thirty-Five Thousand Five Hundred (\$135,000.00) Dollars, subject to other potential grant funding which could reduce the donation required, to the City for the exclusive purpose of purchasing playground equipment and amenities for Kiwanis Park.

The City acknowledges funds will be received in two installments.
Installment 1: April 15, 2026, \$67,500

Installment 2: July 30, 2026, up to an additional \$67,500

the said funds as referred in Section 1 of this agreement from the Kiwanis Club of Lakeshore Foundation and will purchase the playground equipment and amenities with said funds.

2. USE OF DONATION FUNDS

The City covenants and agrees that the donation of funds provided to it by the Kiwanis Club of Lakeshore Foundation shall be used solely towards the cost of purchasing playground equipment and amenities at Kiwanis Park and for no other purpose.

The City acknowledges that the Kiwanis Club of Lakeshore Foundation makes the said donation of funds towards purchasing playground equipment and amenities at Kiwanis Park and the Kiwanis Club of Lakeshore Foundation does not make any representations or warranties as to the safety of said playground equipment and amenities or its appropriateness for use by any members of the public.

3. INSTALLATION & MAINTENANCE

The City acknowledges and agrees that the purchase of playground equipment and amenities shall be the sole responsibility of the City.

The City acknowledges and agrees that all necessary maintenance of the playground equipment and amenities shall be the sole responsibility of the City.

The City shall indemnify and save harmless the Kiwanis Club of Lakeshore Foundation however caused, or costs incurred from defending action arising out of the installation, maintenance or the use of the playground equipment and amenities by any person or persons who may take claim against the Kiwanis Club of Lakeshore Foundation.

The parties hereto acknowledge and agree that if at any point in the future the playground equipment and/or amenities becomes unfit for use, the City may remove and/or replace it at its sole discretion and expense.

4. APPRECIATION

The City agrees to purchase, install and maintain a plaque/sign at the Kiwanis Park playground of which material, design and word composition is to the approval of the Kiwanis Club of Lakeshore Foundation acknowledging the generous donation of the Kiwanis Club of Lakeshore Foundation.

5. DEFAULT

(1) In the event that the City breaches any provision of this Donation Agreement, the Kiwanis Club of Lakeshore Foundation shall notify the City in writing of the nature of said breach, and the City shall be given thirty (30) days to remedy the violation. If the City has not remedied the violation to the satisfaction of the

Kiwanis Club of Lakeshore Foundation at the expiration of thirty (30) days from such notification, the Kiwanis Club of Lakeshore Foundation may:

- (a) Waive the breach;
- (b) Make any other mutually agreeable arrangement with the City; or
- (c) Terminate this Donation Agreement and provide the City with written notice of same.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals this 23rd day of March 2026.

**KIWANIS CLUB OF LAKESHORE
FOUNDATION**

Per: *Laura a. Paci*
PRESIDENT– Laura Paci

Per: *W. Lawrence Whalen*
SECRETARY-W. Lawrence Whalen

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

Per: _____
MAYOR – MATTHEW SHOEMAKER

Per: _____
CITY CLERK – RACHEL TYCZINSKI