

PARK ACCESS AND RESTORATION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025.

B E T W E E N:

THE CORPORATION OF THE TOWN OF AURORA
(hereinafter called the "Town")
PARTY OF THE FIRST PART

- and -

(hereinafter called the "Owner")
PARTY OF THE SECOND PART

WHEREAS the Owner has applied for permission to obtain access to the property located at _____ in the Town of Aurora (the "Owner's Property") across the adjoining municipal property owned by the Town (the "Park") for the purposes of carrying out certain works on the Owner's Property.

NOW THEREFORE in consideration of payment by the Owner of the Town's \$437.00 fee and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- The Town hereby grants to the Owner and the Owner's contractor permission to travel on and across those portions of the park that are necessary to access the Owner's Property, subject to the terms and conditions set out herein. The term of this permission shall be in effect from 8:00 a.m. to 6:00 p.m. on and between the following dates (insert start and end dates):

from _____ to _____ (the "Term") not to exceed (5) consecutive days.
- The Owner shall ensure that the Park is kept in a neat and safe condition throughout the entire Term and shall not make any alterations to the park except those that are a direct and natural consequence of the access hereby granted. Without limiting the generality of the foregoing, the Owner shall ensure that temporary fencing is erected during any periods when works are not being carried out to prevent access to or from the park to any unsafe areas or conditions existing on the Owner's Property.
- Forthwith after the completion of the works on the Owner's Property, the Owner shall restore the grounds of the park to the satisfaction of the Town's Director of Operations. Without limiting the generality of the foregoing, grounds restoration shall include fully restoring any fences or other structures that were temporarily relocated, cleaning the Park of all waste and debris, levelling or filling damaged or rutted areas, sodding damaged areas and maintaining those areas until the sod has become established. The Owner agrees to perform all grounds restoration at its sole expense.
- In order to secure the obligations, set out in this Agreement, the Owner submits herewith a certified cheque or irrevocable letter of credit in favour of the Town in the amount of \$5,463.00 or such higher amount as has been specified by the Town's Director of Operations in his sole discretion (the "Security Deposit"). The Owner agrees that the Town may use all or any portion of the Security Deposit to carry out or satisfy the Owner's obligations under this Agreement and shall also be entitled to recover its reasonable administration costs from the Security Deposit if this becomes necessary. The Owner further agrees that resort to the Security Deposit by the Town shall be without prejudice to any other rights or remedies the Town may have in law or otherwise. The Town will return the Security Deposit to the Owner upon full completion of the Owner's obligations hereunder to the satisfaction of the Town's Director of Operations.
- The Owner hereby agrees to indemnify and save the Town harmless from and against any and all actions, suits, claims and demands whatsoever and from all losses, costs, charges and expenses, including legal expenses, which may be brought against, incurred by, sustained or paid by the Town at any time to any party whatsoever that are in any way caused by or related to the permission hereby granted or the acts or omissions of the Owner or any of the Owner's contractors or invitees utilizing the Park in relation to this Agreement. The Owner agrees that it shall respond to and defend all such actions, suits, claims and demands at its sole expense on the Town's behalf regardless of the Owner's opinion of its liability or negligence in relation to the person bringing the action, suit, claim or demand. This obligation shall survive the Term.
- The Owner shall maintain throughout the entire Term, either directly or through the contractor carrying out the work on the Owner's Property, comprehensive liability insurance satisfactory to the Town covering all operations, undertakings and liability related to or arising from this Agreement. **The insurance shall name "the Corporation of the Town of Aurora" as an additional insured, shall have a limit of liability of not less than FIVE-MILLION CANADIAN DOLLARS (\$5,000,000.00 CAD) including Automobile Liability Insurance in the amount of TWO-MILLION CANADIAN DOLLARS (\$2,000,000.00 CAD and a deductible of no more than \$500 for any one occurrence,** shall not contain any exclusions or limitations unless they are pre-approved by the Director of Operations and shall be endorsed to provide that the policy will not be altered, cancelled or allowed to lapse without ten (10) days' prior written notice to the Town.
- The permission hereby granted shall extend to any vehicles or excavation equipment approved by the Town's Director of Operations that are necessary to carry out the works on the Owner's Property. The Owner shall require each person who drives or pulls a vehicle into the Park to provide the Town with evidence of insurance in relation to said vehicle prior to permitting its entry into the Park. The Owner shall also provide the Town with evidence of good standing under the *Workplace Safety and Insurance Act* for each of its contractors.
- If, in the sole opinion of the Town, there exists a need for repair or maintenance of an emergency nature, which shall include circumstances giving rise to the likelihood of personal injury arising from use of the Park, the Town shall have the right to revoke the permission hereby granted and to close necessary portions of the Park in order to perform such repairs or maintenance.
- This Agreement shall bind the Owner, its heirs, executors, administrators, successors, and assigns.
- The Town may terminate this Agreement at any time without compensation to the Owner and nothing herein shall be construed as conferring upon the Owner any property rights in the Park, with the limited exception of the permission granted herein.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF AURORA

Authorized Representative

Witness:

Owner: