

THIS AGREEMENT made in triplicate this 1 day of December, 2022.

BETWEEN: THE CORPORATION OF THE CITY OF ELLIOT LAKE
(hereafter called the "City")

- and -

MURL MORGAN Jr.
(hereafter called the "Owner")

~~**WHEREAS** the Corporation of the City of Elliot Lake is desirous of placing a sign on the edge of the highway on a property owned by the Owner;~~

AND WHEREAS Murl Morgan Jr is a resident of the Township of Johnson and is the owner of a certain property adjacent to Highway 17, more accurately described as Lot 8, Concession 5, hereinafter called "the property";

THIS AGREEMENT WITNESSETH THAT:

1. CONSIDERATION:

In consideration of the sum of \$350.00 per year, paid annually in advance, for a period of five (5) years, beginning January 1, 2023 and January 31, 2027, the City will be allowed to install and maintain a sign on the property owned by the said Owner.

2. LOCATION:

The sign shall be located on "the property" adjacent to highway 17;
It is agreed that the location description is approximate and the actual location of the sign shall be determined by the City, its agents and workmen, together with the Owner.

3. OPTION TO RENEW:

The City shall have the option to renew for an additional five (5) year period, at a price of \$350.00/year.

4. MAINTENANCE:

The City shall be responsible for the maintenance of said sign and the Owner hereby authorizes the City, its agents, workmen and authorized employees to enter the property at reasonable hours, without notice, and maintain such sign during the currency of this Agreement.

5. INDEMNIFICATION:

The Owner hereby agrees and does save harmless and fully indemnifies the City against any action, suit, demand or claim of any kind relating to loss or damage to persons or property caused directly or indirectly by the City's use of the Owner's property as aforesaid.

6. AGREEMENT - BENEFIT AND BINDING:

This Agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties hereto as long as said Agreement is in force.

This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF THE
CITY OF ELLIOT LAKE**

MAYOR

CITY CLERK

David Spooner
Witness

Murl Morgan Jr.
MURL MORGAN JR.

**Owner's address: RR #1
72 Oak Drive
Bruce Mines, ON P0R 1C0
705-987-6259**