

Bill No. 78  
2023

By-law No. A.- \_\_\_\_\_ - \_\_\_\_\_

A by-law to authorize and approve a Licence Amending Agreement between Heritage London Foundation and the City, covering the licenced use of the City owned property at 101-137 Windermere Road, in the City of London, and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 5(3) of the *Municipal Act, 2001* S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS it is deemed expedient for The Corporation of the City of London (the "City") to enter into a Licence Amending Agreement with Heritage London Foundation (the "Agreement");

AND WHEREAS it is appropriate to authorize the Mayor and the City Clerk to execute the Agreement on behalf of the City;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule "A" to this by-law, being a Lease Amending Agreement between the City and Heritage London Foundation, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Lease Amending Agreement authorized and approved under Section 1 of this by-law.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 7, 2023.

Josh Morgan  
Mayor

Michael Schulthess  
City Clerk

First Reading – March 7, 2023  
Second Reading – March 7, 2023  
Third Reading – March 7, 2023

## Schedule A

### LICENSE AMENDING AGREEMENT

THIS AMENDMENT AGREEMENT is made in triplicate this 1st day of February, 2023.

**BETWEEN:**

#### THE CORPORATION OF THE CITY OF LONDON

(Hereinafter referred to as the "City")

- and -

#### HERITAGE LONDON FOUNDATION (HLF)

(Hereinafter referred to as the "Licensee")

**WHEREAS:**

- A. By an agreement dated December 9, 2022 (the "**Licence**") between the City and Licensee, the City granted the Licensee a licence to use certain parcels of land as more particularly described in Schedule "A" of the Licence (collectively, "**Windermere**") for specified purposes and for a term of three (3) years expiring on December 31<sup>st</sup>, 2025, with an option to renew for an additional three (3) year term;
- B. As a result of further discussions, the parties have agreed to amend the Licence as hereinafter set forth;

**NOW THEREFORE**, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows:

1. The parties hereby acknowledge, confirm, and agree that the foregoing recitals are true in substance and in fact.
2. Section 3.3 of the Licence shall be deleted in its entirety and replaced with the following:

*For the purposes of operating Windermere, the Licensee has the right to use and to access, and to permit other persons to use and to access the building commonly known as the "Estate House", and the adjacent cleared areas, including, but not limited to, the parking lot, the gazebo, the entrance way, and the grounds surrounding the Estate House. As of January 1, 2023, any reference to the Windermere site will also mean to include the Gatehouse (Cottage) building at the entrance to the Estate grounds.*

3. Section 3.12 of the Licence shall be deleted in its entirety and replaced with the following:

*Should the Licensee cease to exist or the agreement is terminated, all assets generated from operations at Windermere, including the reserve fund and improvements of the Licensee with respect thereto, will become property of the City to be used to improve Windermere.*

4. Section 7.2 of the Licence shall be deleted in its entirety .
5. The Licensee represents and warrants that it has the right, full power and authority to agree to amend the Licence as provided in this Licence Amending Agreement.
6. The terms, covenants and conditions of the License remain unchanged and in full force and effect, except as modified by this Licence Amending Agreement. All capitalized terms and expressions when used in this Licence Amending Agreement have the same meaning as they have in the Licence unless a contrary intention is expressed herein.
7. This Licence Renewal and Amending Agreement shall enure to the benefit of and be binding upon the parties hereto, the successors and assigns of the City and the permitted successors and permitted assigns of the Licensee.

WITNESS my hand and seal at London, Ontario this 1st day of February, 2023.

IN WITNESS WHEREOF the Licensee has affixed its corporate seal, attested by the hands of its daily authorized officers this 1st day of February, 2023.

Witness:

THE HERITAGE LONDON FOUNDATION

Signature: 

Name: Michael Wojtak

Title: President, Board of Directors

I/We Have the Authority to Bind the Corporation

IN WITNESS WHEREOF The Corporation of the City of London has hereunto caused to be affixed its Corporate Seal attested by the hands of its proper signing officers pursuant to the authority contained in By-law No. \_\_\_\_\_ of the Council of The Corporation of the City of London passed the \_\_\_\_\_ day of \_\_\_\_\_

THE CORPORATION OF THE CITY OF LONDON

\_\_\_\_\_  
Josh Morgan, Mayor

\_\_\_\_\_  
Michael Shulthess, City Clerk