

ENCROACHMENT AGREEMENT EXTENSION AND AMENDING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025

B E T W E E N

THE CORPORATION OF THE TOWN OF TILLSONBURG

Hereinafter called the “Town”

OF THE FIRST PART;

AND

THE CANADIAN BROADCASTING CORPORATION

Hereinafter called the “Encroaching Party”

OF THE SECOND PART;

WHEREAS the Encroaching Party proposes to exercise the second of two five (5) year renewal options established under the Original Agreement dated March 4, 2015;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree and covenant as follows:

1. The parties hereto confirm the accuracy and truth of the foregoing recitals.
2. The parties hereto agree that the Original Agreement is hereby extended for the Extension Term, commencing on April 1, 2025 and expiring on March 31, 2030
3. The annual licensing fee for the duration of the Extension Term shall be one thousand, three hundred dollars (\$1,300) per year.

Confidentiality:

4. Subject to the provisions of the Access to information Act, both parties shall ensure that non-public information owned by the other party and disclosed to a party, in any manner, in the course of the negotiation of this Agreement and/or contained within such Agreement shall remain confidential and not be disclosed

to any third party excepting its solicitors, advisors or agents or others for the purposes of interpreting or carrying out obligations under this Agreement or assessing the value of this Agreement, unless required by law. In the case of a voluntary disclosure the party which discloses the information to a third party shall remain responsible for any breach to this confidentiality provision or privacy provision by such third party. This provision shall remain five (5) years from the expiration of this Agreement

Access to Information:

5. The Licensor is subject to the Access to Information Act (Canada, R.S. 1985, c. A-1). As a consequence, records under the control of the Licensor may be subject to a request for access and be disclosed if no exclusion or exemption provided in the Act applies. This paragraph will not be interpreted as a waiver of the confidentiality obligations of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CANADIAN BROADCASTING CORPORATION

per: _____

Corporate Director, Real Estate Transactions

per: _____

Finance and Administration

THE CORPORATION OF THE TOWN OF TILLSONBURG

per: _____

Deb Gilvesy, Mayor

per: _____

Amelia Jaggard, Deputy Clerk

I/We have the authority to bind the Corporation.