



**City of Kingston  
Planning Committee Meeting Number 01-2016  
Addendum  
Thursday January 7, 2016  
6:30 p.m., Council Chamber, City Hall**

---

The consent of the Planning Committee is requested for the **addition** to report (PC-16-002)

**Business**

- a) **Signed Parking License Agreement for Application for Zoning By-Law Amendment 873 and 877 Division Street**

Schedule Pages 1 - 4

**THIS LICENSE AGREEMENT AGREEMENT** made the 4<sup>th</sup> day of Jan, 2016, 2015.

**BETWEEN:**

**THE CORPORATION OF THE CITY OF KINGSTON**

Hereinafter called the "Licensor"

OF THE FIRST PART

- and -

**BEATRIZ BRITES**

Hereinafter called the "Licensee"

OF THE SECOND PART

**WHEREAS** the Licensee is the owner of the property known municipally as 873-877 Division Street in the City of Kingston and has requested the use of adjacent lands owned by the Licensor for parking;

**WHEREAS** City Council has approved an amendment to Streets By-Law 2004-190 at its meeting of December 1, 2015 (report number (01), clause (d) and amending By-Law 2016-02) permitting the use of the City road allowance for parking purposes, subject to the Licensee entering into a parking license agreement for same;

**NOW THEREFORE WITNESSETH** that in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the Licensee, the Licensor permits the use of the adjacent lands by the Licensee for parking as follows;

1. The Licensee shall be permitted the use of six (6) partial parking spaces on City property at 873-877 Division Street (the "Licensed Area") as shown in the plan attached hereto and marked as Schedule "A".
2. The Licensee shall be permitted to use the Licensed Area for the purposes of parking for the Licensee's business only. Parking shall only be permitted in the parking spaces as marked. The License shall not be transferable and shall be applicable only in respect of the Licensed Area.
3. The term of this Agreement shall commence on the 1st day of January 2016, to and including the 31st day of December 2025 (10 years) with the option to renew for further terms upon written agreement of the parties.
4. The Licensee shall be responsible for all costs to maintain the parking spaces in the Licensed Area. The Licensee shall undertake a program of maintaining the parking spaces to the satisfaction of the City. The Licensee shall report to the City upon the program on an annual basis or as required by the City.
5. The Licensee shall ensure that activities related to the use of the Licensed Area do not impede the function, use or maintenance of any other portions of the municipal road allowance including, but not limited to, the municipal sidewalk.

6. The Licensee hereby covenants to pay to the Licensor as Annual Fee, in lawful money of Canada, at such place as the Licensor shall designate, commencing January 1, 2016 to and including December 31, 2025, the sum of Two Hundred Dollars (\$200.00) plus tax, payable in annual instalments on the first day of each calendar year, commencing January 1, 2016. The fee shall be amended annually in accordance with the previous year's annual rate plus 2%, as follows:

Year	Due Date	Annual Fee (plus tax)
1	January 1, 2016	200.00
2	January 1, 2017	204.00
3	January 1, 2018	208.08
4	January 1, 2019	212.24
5	January 1, 2020	216.48
6	January 1, 2021	220.81
7	January 1, 2022	225.23
8	January 1, 2023	229.73
9	January 1, 2024	234.32
10	January 1, 2025	239.01

7. Notwithstanding item 6 above and the initial term of ten years, the Licensor reserves the right to modify the Annual Fee upon notification to the Licensee pending changes in the area parking supply, on-street parking regulations, or land uses as determined by the Licensor.
8. If the Licensee fails to pay any fee or portion of a fee when same is due and payable, such unpaid amount shall bear interest at the rate of fifteen percent interest (15%) per annum, calculated monthly at the rate of one and one quarter percent interest (1.25%), such interest to be calculated from the date such fee becomes due until paid by the Licensee.
9. The Licensee shall at its own expense maintain during the term general liability insurance of not less than Five Million Dollars (\$5,000,000.00), naming the Licensor as an additional insured. This insurance shall not relieve the Licensor for any liability for its own negligence, or that of its servants or agents except as provided herein, and shall not relieve the Licensor from the obligation to maintain insurance on the Property as any owner would in the normal course of prudent business affairs. Upon the signing of this Agreement, the Licensee shall provide a Certificate of Insurance verifying the coverage and confirming the Licensor is shown as additional insured on the policy. The Licensee shall provide the Licensor with an updated Certificate of Insurance annually throughout the term of this License herein and at any time when requested by the Licensor.
10. The Licensee shall indemnify and save harmless the Licensor from and against all claims, demands, loss, costs, damages, actions, suits, adjusters fees, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner, based upon, occasioned by, or attributable to any injury or damage arising or resulting from any action or omission of the Licensee, his invitees, servants or agents, in using or occupying the Licensed Area. Further, the Licensee shall indemnify and save harmless the Corporation of the City of Kingston from any costs, charges or damages to which the City may be put or suffer by reason of breach of any by-law, statute, rule or regulation.



11. In the event of breach of any of the terms or conditions herein set out, this license may be terminated forthwith by the Licensor.

12. The Licensor and the Licensee hereby agree that this Agreement is subject to termination by either party upon one hundred and twenty (120) days written notice by either party to the other.

13. Any notice required or permitted to be given by one party to the other pursuant to the terms of this License Agreement may be given:

to the Licensor at: The Corporation of the City of Kingston  
216 Ontario Street,  
Kingston, ON K7L 2Z3

Attention: Director of Engineering

to the Licensee at: Beatriz Brites

[REDACTED ADDRESS]

14. The above addresses may be changed at any time by giving ten (10) days written notice.

15. Any notice given by one party to the other in accordance with the provisions of this License Agreement shall be deemed conclusively to have been received on the date delivered if the notice is served personally or three (3) business days after mailing if the notice is mailed.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals under the hands of their proper signing officers duly authorized in that behalf.

**SIGNED, SEALED & DELIVERED** The Corporation of the City of Kingston

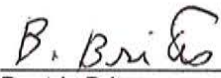
Per:

  
\_\_\_\_\_  
Bryan Paterson, Mayor

  
\_\_\_\_\_  
John Bolognone, City Clerk

I/We Have the Authority to Bind the Corporation

**LICENSEE 873-877 Division Street**

  
\_\_\_\_\_  
Beatriz Brites

Schedule A

SKETCH SHOWING  
TOPOGRAPHICAL INFORMATION  
& PROPOSED PARKING SPACES  
ON PART OF LOT 1  
REGISTERED PLAN No. 370  
CITY OF KINGSTON  
COUNTY OF FRONTENAC  
SCALE: 1" = 150'

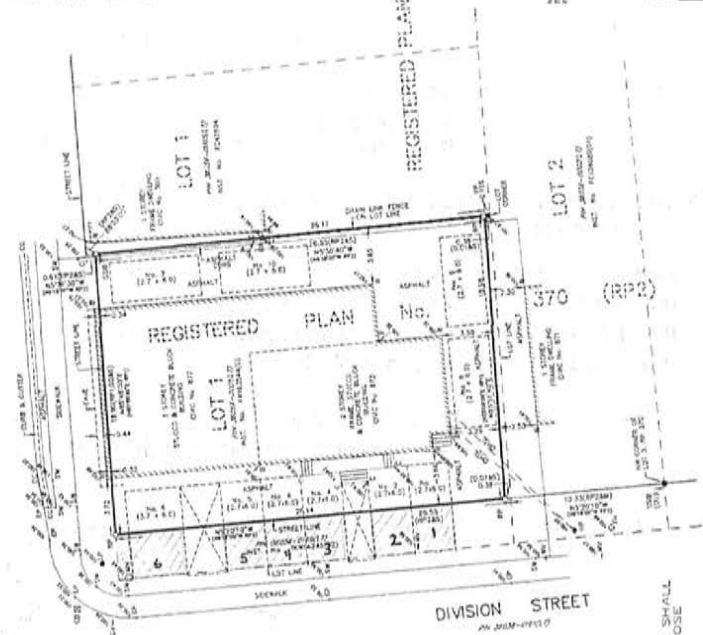
MC TRIC  
SURVEYORS & ENGINEERS INC.  
1000 UNIVERSITY AVENUE  
KINGSTON, ONTARIO K7L 3N6  
BY JAMES P. JAMES

LESUE M. HIGGINS SURVEYING LTD.  
2015

THIS RECORD WAS PREPARED FOR  
UNREGISTERED ACCOUNTS AND IS NOT VALID  
FOR USE BY OTHER PARTIES



ELLIOTT AVENUE  
AN 2004-020870



© COPYRIGHT  
LESUE M. HIGGINS SURVEYING LTD.  
1000 UNIVERSITY AVENUE  
KINGSTON, ONTARIO K7L 3N6  
BY JAMES P. JAMES

FILE: CITY, RP370.1 LWH911GND PARKING C

NOTE & LEGEND:  
BEARING SHOWN IN DEGREES AND DISTANCE IN METERS. THE BEARING IS THE TRUE BEARING. THE DISTANCE IS THE DISTANCE FROM THE POINT OF BEGINNING TO THE POINT OF ENDING. THE DISTANCE IS NOT THE DISTANCE BETWEEN THE POINTS OF BEGINNING AND ENDING.

POINT NO.	COORDINATES (UTM 18Q UTM)
1	500000.000 4500000.000
2	500000.000 4500000.000
3	500000.000 4500000.000
4	500000.000 4500000.000
5	500000.000 4500000.000
6	500000.000 4500000.000
7	500000.000 4500000.000
8	500000.000 4500000.000
9	500000.000 4500000.000
10	500000.000 4500000.000
11	500000.000 4500000.000
12	500000.000 4500000.000
13	500000.000 4500000.000
14	500000.000 4500000.000
15	500000.000 4500000.000
16	500000.000 4500000.000
17	500000.000 4500000.000
18	500000.000 4500000.000
19	500000.000 4500000.000
20	500000.000 4500000.000
21	500000.000 4500000.000
22	500000.000 4500000.000
23	500000.000 4500000.000
24	500000.000 4500000.000
25	500000.000 4500000.000
26	500000.000 4500000.000
27	500000.000 4500000.000
28	500000.000 4500000.000
29	500000.000 4500000.000
30	500000.000 4500000.000
31	500000.000 4500000.000
32	500000.000 4500000.000
33	500000.000 4500000.000
34	500000.000 4500000.000
35	500000.000 4500000.000
36	500000.000 4500000.000
37	500000.000 4500000.000
38	500000.000 4500000.000
39	500000.000 4500000.000
40	500000.000 4500000.000
41	500000.000 4500000.000
42	500000.000 4500000.000
43	500000.000 4500000.000
44	500000.000 4500000.000
45	500000.000 4500000.000
46	500000.000 4500000.000
47	500000.000 4500000.000
48	500000.000 4500000.000
49	500000.000 4500000.000
50	500000.000 4500000.000
51	500000.000 4500000.000
52	500000.000 4500000.000
53	500000.000 4500000.000
54	500000.000 4500000.000
55	500000.000 4500000.000
56	500000.000 4500000.000
57	500000.000 4500000.000
58	500000.000 4500000.000
59	500000.000 4500000.000
60	500000.000 4500000.000
61	500000.000 4500000.000
62	500000.000 4500000.000
63	500000.000 4500000.000
64	500000.000 4500000.000
65	500000.000 4500000.000
66	500000.000 4500000.000
67	500000.000 4500000.000
68	500000.000 4500000.000
69	500000.000 4500000.000
70	500000.000 4500000.000
71	500000.000 4500000.000
72	500000.000 4500000.000
73	500000.000 4500000.000
74	500000.000 4500000.000
75	500000.000 4500000.000
76	500000.000 4500000.000
77	500000.000 4500000.000
78	500000.000 4500000.000
79	500000.000 4500000.000
80	500000.000 4500000.000
81	500000.000 4500000.000
82	500000.000 4500000.000
83	500000.000 4500000.000
84	500000.000 4500000.000
85	500000.000 4500000.000
86	500000.000 4500000.000
87	500000.000 4500000.000
88	500000.000 4500000.000
89	500000.000 4500000.000
90	500000.000 4500000.000
91	500000.000 4500000.000
92	500000.000 4500000.000
93	500000.000 4500000.000
94	500000.000 4500000.000
95	500000.000 4500000.000
96	500000.000 4500000.000
97	500000.000 4500000.000
98	500000.000 4500000.000
99	500000.000 4500000.000
100	500000.000 4500000.000

ALL DISTANCES SHOWN HEREON ARE HORIZONTAL, ORANGE DISTANCES SHOWN IN THE PLAN BY THE CORRESPONDING COLOR.

- 1. 1:1000 SCALE
- 2. 1:1000 SCALE
- 3. 1:1000 SCALE
- 4. 1:1000 SCALE
- 5. 1:1000 SCALE
- 6. 1:1000 SCALE
- 7. 1:1000 SCALE
- 8. 1:1000 SCALE
- 9. 1:1000 SCALE
- 10. 1:1000 SCALE
- 11. 1:1000 SCALE
- 12. 1:1000 SCALE
- 13. 1:1000 SCALE
- 14. 1:1000 SCALE
- 15. 1:1000 SCALE
- 16. 1:1000 SCALE
- 17. 1:1000 SCALE
- 18. 1:1000 SCALE
- 19. 1:1000 SCALE
- 20. 1:1000 SCALE
- 21. 1:1000 SCALE
- 22. 1:1000 SCALE
- 23. 1:1000 SCALE
- 24. 1:1000 SCALE
- 25. 1:1000 SCALE
- 26. 1:1000 SCALE
- 27. 1:1000 SCALE
- 28. 1:1000 SCALE
- 29. 1:1000 SCALE
- 30. 1:1000 SCALE
- 31. 1:1000 SCALE
- 32. 1:1000 SCALE
- 33. 1:1000 SCALE
- 34. 1:1000 SCALE
- 35. 1:1000 SCALE
- 36. 1:1000 SCALE
- 37. 1:1000 SCALE
- 38. 1:1000 SCALE
- 39. 1:1000 SCALE
- 40. 1:1000 SCALE
- 41. 1:1000 SCALE
- 42. 1:1000 SCALE
- 43. 1:1000 SCALE
- 44. 1:1000 SCALE
- 45. 1:1000 SCALE
- 46. 1:1000 SCALE
- 47. 1:1000 SCALE
- 48. 1:1000 SCALE
- 49. 1:1000 SCALE
- 50. 1:1000 SCALE
- 51. 1:1000 SCALE
- 52. 1:1000 SCALE
- 53. 1:1000 SCALE
- 54. 1:1000 SCALE
- 55. 1:1000 SCALE
- 56. 1:1000 SCALE
- 57. 1:1000 SCALE
- 58. 1:1000 SCALE
- 59. 1:1000 SCALE
- 60. 1:1000 SCALE
- 61. 1:1000 SCALE
- 62. 1:1000 SCALE
- 63. 1:1000 SCALE
- 64. 1:1000 SCALE
- 65. 1:1000 SCALE
- 66. 1:1000 SCALE
- 67. 1:1000 SCALE
- 68. 1:1000 SCALE
- 69. 1:1000 SCALE
- 70. 1:1000 SCALE
- 71. 1:1000 SCALE
- 72. 1:1000 SCALE
- 73. 1:1000 SCALE
- 74. 1:1000 SCALE
- 75. 1:1000 SCALE
- 76. 1:1000 SCALE
- 77. 1:1000 SCALE
- 78. 1:1000 SCALE
- 79. 1:1000 SCALE
- 80. 1:1000 SCALE
- 81. 1:1000 SCALE
- 82. 1:1000 SCALE
- 83. 1:1000 SCALE
- 84. 1:1000 SCALE
- 85. 1:1000 SCALE
- 86. 1:1000 SCALE
- 87. 1:1000 SCALE
- 88. 1:1000 SCALE
- 89. 1:1000 SCALE
- 90. 1:1000 SCALE
- 91. 1:1000 SCALE
- 92. 1:1000 SCALE
- 93. 1:1000 SCALE
- 94. 1:1000 SCALE
- 95. 1:1000 SCALE
- 96. 1:1000 SCALE
- 97. 1:1000 SCALE
- 98. 1:1000 SCALE
- 99. 1:1000 SCALE
- 100. 1:1000 SCALE

THE POSITION OF THE UNREGISTERED STRAIGHT & CURVED LINES ARE NOT BEING ESTABLISHED IN THE FIELD.

CAUTION  
THIS IS NOT A PLAN OF SURVEY AND SHALL NOT BE USED EXCEPT FOR THE PURPOSE INDICATED IN THE TITLE BLOCK.