



This Land Use Permit is issued by Her Majesty the Queen in right of Ontario, as represented by the Minister of Natural Resources and Forestry under the authority of Public Lands Act and its regulations, and is subject to the limitations and provisions thereof, and to the terms and conditions set forth herein.

PERMITTEE

This Land Use Permit is issued to : Municipality of Temagami
Post Office Address of Permittee:
Box 220 Phone Number: (705) 569-3272
Temagami ONTARIO P0H 2H0
CANADA

If more than one Permittee is listed above, their liability shall be joint and several.

PURPOSE

This Land Use Permit authorizes the holder for:

Park
Camping

LOCATION OF LAND

This Land Use Permit applies to the following location(s):

Area: 1.00 ha
ARN: 4869000000000000000

As per sketch and description which is attached hereto. A copy of this sketch and description is on file with the Ministry and available for inspection at any time during normal business hours. If there is any inconsistency between the two sketches and descriptions, the sketch and description on file with the Ministry shall prevail.

PERMIT EFFECTIVE DATE: July 01, 2017 PERMIT EXPIRY DATE: June 30, 2027

AMOUNT DUE ON ISSUANCE: \$237.30 (HST included \$0.00)
(includes initial admin fee)

ANNUAL FEE: \$60.00 + \$7.80 (HST) (subject to adjustment)
(annual admin fee + lands fee as applicable)

This Land Use Permit is subject to additional restrictions as set out in the conditions attached.

The issuance of this Land Use Permit does not relieve the Permittee from the responsibility of acquiring any other approvals as may be required by law nor does it relieve the Permittee from any other legal requirements, whether under the Public Lands Act and its regulations or otherwise.

Permittee’s Certification

I certify that the information given herein is true and complete, and that I have read, fully understand, and agree to comply with all the terms and conditions set out in this permit and that I am of the age of majority. I agree that this is the complete agreement between the parties hereto.	
Signature:	Date Signed:

Corporation Use Only

I have the authority to bind herein-named Corporation		
Initials and Surname of Corporation Official	Signature of corporation official	Position

Ministry Approval

Issued by:	Signature:	Date Signed:
Cash Register Validation or Receipt No.		Amount Paid

Conditions Attached: Yes Number of Schedules:

CONDITIONS

This Land Use Permit is subject to the following conditions:

Standard Conditions

It is agreed by the parties that:

1. This Land Use Permit gives the Permittee the non-exclusive right to occupy the described lands only. The described lands may be used only for the permitted purpose specified in this Land Use Permit and no other purpose.
2. The Permittee shall at all times comply with all applicable laws, regulations, by-laws, government orders and directions in its use of the described lands.
3. The Permittee shall be solely responsible for obtaining any other necessary permits, licenses and approvals relating to the use of the described lands by the Permittee.
4. The Permittee may not affix any building, structure, or works on the described lands (including posting any signs or notices), nor make any alteration, renovation, enlargement, reconstruction or other improvement to the described lands without the written approval of the Ministry, except as otherwise expressly permitted in this Land Use Permit.
5. The Permittee shall maintain the described lands in a clean, sanitary and safe condition, in accordance with any applicable legislation, regulations, by-laws, government orders and directions. Without limiting the generality of the foregoing, the Permittee is an occupier for the purposes of the Occupier's Liability Act and Trespass to Property Act, and shall take such care as in all circumstances is reasonable to see that persons entering on the described lands, and the property brought on the described lands by these persons, are reasonably safe while on the described lands.
6. The Permittee shall not allow waste, garbage or other objectionable material to collect on the described lands.
7. The Permittee shall not bring any hazardous substances or other contaminants onto the described lands without the approval of the Ministry. The Ministry may impose conditions on any such approval. In the event that the described lands are contaminated by any act or omission of the Permittee or its invitees, the Permittee shall undertake all necessary remediation of the described lands to contain and remove such contamination, at its sole cost and expense. If the Permittee fails to undertake such remediation or to diligently complete such remediation, the Ministry may undertake such remediation on the Permittee's behalf, at the expense of the Permittee.
8. The Permittee shall deliver to the Ministry a completed occupier's self-reporting form with accompanying photographs from time to time on request of the Ministry, depicting the then-current state of the described lands.
9. The Ministry may inspect the described lands from time to time for the purpose of ascertaining compliance with Sections 4, 5, 6 and 7 of this Land Use Permit. The Ministry may issue a notice of repair and maintenance to the Permittee. The Permittee shall immediately undertake all repairs and maintenance outlined in such notice. If the Permittee fails to undertake such repairs and maintenance or to diligently complete such repairs and maintenance, the Ministry may undertake such repairs and maintenance on the Permittee's behalf, at the expense of the Permittee.
10. Access to the described lands, and quality of that access, is strictly the responsibility of the Permittee.
11. If the term of this Land Use Permit is longer than one year, the Permittee will pay the fee shown in this Land Use Permit (which is subject to change if so indicated), concurrently with the signing and delivery of this Land Use Permit by the Permittee to the Ministry and thereafter by no later than each anniversary of the commencement of the term. If the fee is indicated as a one-time fee, the Permittee shall pay the fee shown in this Land Use Permit concurrently with signing and delivery of this Land Use Permit by the Permittee to the Ministry.
12. The Permittee shall be responsible for prompt payment of all real property and other taxes that may be levied against the described lands and the Permittee's use thereof (including payments that may be made by the Crown in lieu of such taxes).
13. The Permittee shall be responsible for all utilities consumed by the Permittee on the described lands and shall pay the cost of such utilities to the Ministry or directly to the applicable utility company, as the Ministry may direct.
14. The Permittee shall indemnify, defend, save and keep harmless the Crown, its officers, employees, elected officials, servants and agents from and against any and all claims, demands, suits, actions, damages, losses, costs or expenses arising out of any injury to persons (including death) and loss or damage to property, which may be or be alleged to be caused by or suffered as a result of or in any manner associated with: (a) the exercise of any right or privilege granted to the Permittee by this Land Use Permit; and (b) any act or omission of the Permittee or its invitees while on the described lands.
15. The Permittee shall keep a copy of this permit available at all times while on the described lands and shall produce it on demand to any Ministry official.
16. This Land Use Permit may not be assigned or transferred, mortgaged or pledged. If the Permittee is a corporation, the Permittee may not undergo any change of control. Sublicenses or other sharing of occupancy is prohibited. The Permittee shall notify the Ministry prior to any proposed sale or transfer of the improvements installed or made on or behalf of the Permittee on the described lands and the sale or transfer of such improvements shall not entitle the purchaser or transferee to an assignment of this Land Use Permit or the issuance of a new land use permit.
17. This Land Use Permit and all rights of the Permittee shall automatically terminate on the earlier of:
 - (a) the stated expiry date;
 - (b) the death, bankruptcy or insolvency of the Permittee;
 - (c) if the Permittee is a corporation, on the winding up or dissolution of the Permittee.
 The Permittee shall not be entitled to a refund of any fees paid by the Permittee in such circumstances.
18. Without limiting the Ministry's other rights in the Land Use Permit or at law, the Ministry may terminate the Land Use Permit upon 15 days' notice to the Permittee (or such longer period as may be provided by the Ministry in its sole discretion), where:
 - (a) the Permittee has failed to comply with any of the terms and conditions of this Permit and such failure is not rectified within the notice period provided by the Ministry; or
 - (b) the Ministry considers it to be in the public interest to do so;
 provided that where there are less than 15 days remaining in the term of the Land Use Permit, then the Ministry may terminate the Land Use Permit immediately on notice to the Permittee. The Permittee shall not be entitled to a refund of any fees paid by the Permittee in the circumstances described in Section 18(a), but shall be entitled to a

proportionate refund in the circumstances described in Section 18(b).

19. Upon termination of this Land Use Permit or prior to expiry of this Land Use Permit if the Permittee will be granted no further right to occupy the lands in question, the Permittee shall remove all improvements, property or other assets belonging to or installed by or on behalf of the Permittee on the described lands (including any signs or notices posted by the Permittee), at its sole cost and expense. The Permittee shall leave the described lands in a clean and safe condition, restored to its original state prior to the use of the described lands by the Permittee. The Permittee shall also promptly deliver to the Ministry a completed occupier's self-reporting form and accompanying photographs of the described lands evidencing the completion of such obligations. Any improvements, property or assets remaining on the described lands following expiry or termination of the Land Use Permit may be disposed of by the Ministry at the expense of the Permittee or, at the option of the Ministry, may be retained by the Ministry as the property of the Crown without compensation to the Permittee. If the Permittee fails to leave the described lands in a clean and safe condition, restored to its original state, the Ministry may undertake such work as is necessary to restore the lands to the required condition, at the cost and expense of the Permittee.

20. The Permittee acknowledges and agrees that:

(a) upon expiry or earlier termination of the Land Use Permit, the decision to issue a new permit is at the sole discretion of the Ministry, and the Permittee has no right to, nor reasonable expectation for, the issuance of a new permit based on prior use of the described lands;

(b) the successive issuance of any permit or permits for the use of the described lands will not create any future rights or interests whatsoever in the land;

(c) the making of any improvements to or on the described lands (whether or not permitted by the Ministry) will not confer upon the Permittee any right to use the described lands other than within the terms of this permit, nor will it give the Permittee any right to an expectation of future permits;

(d) there are no other representations, warranties or conditions between the Crown and the Permittee, for the use of the described lands or that the described lands are fit for the Permittee's intended or permitted purpose;

(e) this Land Use Permit does not convey any right, title or interest in the described lands and is a Land Use Permit only;

(f) this Land Use Permit does not convey any right, title or interest in any trees standing, growing or being on the described lands, or in any minerals, sand, gravel or similar materials, in, on, or under the described lands. Use of any such materials, unless specifically authorized herein, must have separate written authorization from a Ministry Official.

21. The Permittee's obligations set forth in Sections 4, 5, 6, 7, 9, 11, 12, 13, 14 and 19 shall survive the expiry or earlier termination of the Land Use Permit.

22. This Permit is a record for the purposes of (and is subject to) the provisions of the Freedom of Information and Protection of Privacy Act.