

## LICENSE AGREEMENT

THIS AGREEMENT is made in duplicate.

### BETWEEN:

**THE CITY OF FREDERICTON**, a local government duly incorporated under the laws of New Brunswick and having its head office at 397 Queen Street, Fredericton, New Brunswick E3E 1B5 (the "**LICENSOR**")

**-and-**

**HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of National Defence, having its head office at 101 Colonel By Drive, Ottawa, Ontario, K1A 0K2 (the "**LICENSEE**")

**WHEREAS** the LICENSOR is the owner of the public streets and sidewalks in the downtown core and town plat areas within the territorial boundaries of the City of Fredericton and Province of New Brunswick (the "Premises");

**AND WHEREAS** the LICENSEE has requested permission from the LICENSOR to use the Premises for the purpose of conducting a small-scale tactical planning exercise without troops on Fredericton's streets.

**THIS AGREEMENT WITNESSES** that in consideration of, and subject to, the terms and conditions set out herein, the LICENSOR hereby grants permission to the LICENSEE to use the Premises for the purpose stated herein, and for no other purpose, under the following terms and conditions:

#### 1. DESCRIPTION OF PROPERTY

The LICENSOR agrees that the LICENSEE may use the streets and sidewalks starting from the intersection of Waterloo Row and Brunswick Street to the intersection of Queen and Westmorland Streets, to the intersection of Westmorland and Brunswick Streets, to the point of origin. Nearby streets within or adjacent to the area of movement include Shore Street, Church Street, York Street, King Street, Regent Street, Carleton Street, and St. John Street. All candidates conducting training for the Sniper Detachment Commander Course conducted by the Infantry School will be in civilian attire and will only use personal note-taking material required for the tactical exercise. All candidates shall remain on public property during the said exercise.

#### 2. TERM

The term of this agreement shall be from 0900 until 1600 29 May 2026.

#### 3. LICENSE FEE

Total consideration for the use of the Premises is \$1.00 and the LICENSOR hereby acknowledges the receipt and sufficiency of this consideration.

#### 4. INSURANCE

The LICENSOR acknowledges that the LICENSEE is self-insured.

#### 5. INDEMNIFICATION

Subject to the *Crown Liability and Proceedings Act*, the LICENSEE indemnifies and saves harmless the LICENSOR, its servants, agents, and employees and their heirs, executors, administrators, successors and assigns, from and against all injury, damage, actions, causes of actions, suits, claims and demands of whatsoever nature which may result or may be brought or made by reason of any act or default of the LICENSEE, his servants, agents, or employees, or on account of any damage to the property of the LICENSOR or in connection with any loss, damage or injury in any manner based upon, arising out of or incidental to the exercise or purported exercise by the LICENSEE of the license granted herein.

#### 6. LICENSOR'S PROPERTY

The LICENSEE agrees to assume full responsibility for the care of the Premises during his occupation, and to assume all risk of loss, damage, or injury to himself, his servants, agents, employees or licensees.

#### 7. DAMAGES

The LICENSEE shall not be responsible for any damage or loss to the Premises arising from

circumstances, acts or conditions beyond his control, or due to “force majeure”, which is defined as an act of God, war, invasion, revolution, insurrection or other act of a similar nature.

**8. ENVIRONMENTAL DAMAGE**

The LICENSEE is liable for any environmental damage to the Premises caused during his occupation, except for:

- a) any environmental damage to the Premises caused by the previous occupation of the premises by other persons, organizations, or the LICENSOR;
- b) any environmental damage to the Premises arising during the period covered by this agreement, where such environmental damage is a consequence of pre-existing environmental damage from previous occupation, or was caused by the activities of the Licensor during the period of this agreement; and
- c) any environmental damage to the Premises caused by any other persons, organizations, or by the LICENSOR.

**9. GOVERNING LAW**

This agreement shall be construed in accordance with, and governed by, the laws in effect in the Province of New Brunswick including the laws of Canada.

**IN WITNESS WHEREOF** this agreement has been executed by the City of Fredericton and His Majesty the King in Right of Canada, as represented by the Minister of National Defence, this \_\_\_ day of April, 2026.

SIGNED, SEALED AND DELIVERED  
in the presence of

**THE CITY OF FREDERICTON**

Per: \_\_\_\_\_  
Kate Rogers  
Mayor

Per: \_\_\_\_\_  
Jennifer Lawson  
City Clerk

SIGNED, SEALED AND DELIVERED  
in the presence of

**HIS MAJESTY THE KING IN  
RIGHT OF CANADA, AS REPRESENTED  
BY THE MINISTER OF NATIONAL  
DEFENCE**

Witness

Per: \_\_\_\_\_  
Name:  
Title: OC RPOU (A) Det 5 CDSB Gagetown  
*\* I am duly authorized to bind the Crown*

**PROVINCE OF NEW BRUNSWICK**

**COUNTY OF YORK**

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick,  
**MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

**SWORN TO BEFORE ME** at the )  
City of Fredericton, in the County )  
of York and Province of New )  
Brunswick, this \_\_\_ day of )  
April, 2026. )  
)  
)  
)  
\_\_\_\_\_)  
)  
A Commissioner of Oaths )  
Being a Solicitor )

\_\_\_\_\_) Jennifer Lawson