



June 5, 2013

Tuckersmith Communications Co-operative Limited
Attn: Mr. Rob Van Aaken
40023 Kippen Road
Kippen, Ontario N0M 2E0

Dear Mr. Van Aaken:

Re: ESTC Site License Agreement

Please find enclosed three (3) copies of the ESTC Site License Agreement between the Tuckersmith Communications Co-operative Limited and the Township of North Huron. The documents have been endorsed and sealed by the Township of North Huron, and are returned to the Local Authority Services Limited for execution. I trust that once signed, two copies will be returned to our office for our files.

Should you have any questions or require additional information concerning this matter, I may be contacted at the Municipal Office.

Yours truly,

Gary Long, CAO/Clerk
Township of North Huron

/b

Encl.

*Returned via mail
June 13, 2013*

P.O. Box 90, 274 Josephine Street, Wingham, Ontario N0G 2W0
Phone: 519-357-3550 Fax: 519-357-1110

www.northhuron.ca

ESTC SITE LICENSE AGREEMENT

THIS AGREEMENT made in duplicate as of the 9th day of April 9, 2013

BETWEEN: **Township of North Huron**
 274 Josephine Street
 Wingham, Ontario
 N0G 2W0

(hereinafter referred to as the "Licensor")

AND: **Tuckersmith Communications Co-operative Limited**
 40023 Kippen Road
 Kippen, Ontario
 N0M 2E0

(hereinafter referred to as the "Licensee")

WHEREAS the Licensor is the owner of a site located at 40193 Blyth Road, County of Huron, in the Province of Ontario more commonly known by the Licensor as the "Emergency Services Training Centre".

(hereinafter referred to as the "ESTC".)

AND WHEREAS the parties hereto have agreed to enter into these premises for the purposes of installing fibre optic cable and electrical equipment upon the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the mutual covenants and obligations contained herein, it is agreed by and between the parties hereto as follows:

TERM

1. This agreement is for a minimum term of 5 years commencing on the 1st day of July, 2013 and will continue indefinitely thereafter unless terminated by either party upon 365 days written notice (see termination).

LICENCE CONSIDERATION

2. In consideration of the licence herein granted, and upon installation of the stated equipment, the Licensee shall provide to the Licensor a credit of \$150.00 per month to be applied to the account of the the Township of North Huron.

LICENCE

3. The Licensor hereby grants to the Licensee a licence to install fibre and electronic equipment in the furnace room and power service entrance at the ESTC.
4. The Licensee shall not assign, transfer or otherwise dispose of, or encumber the licence granted herein in whole or in part without obtaining the prior written consent of the Licensor, which consent may not be unreasonably withheld.

ACCESS

5. The **Licensor** shall make available to the **Licensee**, reasonable access to the ESTC for the purposes necessary to the reasonable exercise by the **Licensee** of the licence granted herein.
6. The **Licensee** shall provide the **Licensor** with a list of names of persons who will be attending on the ESTC on its behalf, and shall advise the **Licensor** in writing of any amendments that should, from time to time, be made to the said list.

OBLIGATIONS OF THE LICENSEE

7. The **Licensee** shall maintain its equipment and any other property which it may have upon the ESTC in a good and safe state of repair and in a clean and orderly condition and cooperate with **Licensor** in preserving the ESTC and other facilities used in common in a clean and safe condition.

INDEMNIFICATION

8. The **Licensee** shall indemnify and save harmless the **Licensor** for any damage to the said lands, the **Licensee's** use thereof as permitted herein;

INSURANCE

9. **Licensee** shall take out and keep in force during the term of this licence comprehensive property damage and public and general liability insurance for coverage of no less than Two Million (\$2,000,000) dollars per occurrence. Such insurance shall insure **Licensee** from any and all claims made by third parties including **Licensor** for damages for personal injury, including death and from claims for property damage, including loss of use, which may arise as a result of **Licensee's** use of the ESTC. Certificates for each insurance policy shall forthwith upon execution of this licence be delivered to the **Licensor**.

TERMINATION

10. Both the **Licensee** and the **Licensor** shall have the right to terminate this Agreement upon three hundred and sixty-five (365) days prior written notice to each other without penalty.
11. At the termination of the Agreement the **Licensee** will remove its equipment and shall be responsible for the repair of any damages caused to the building during the removal of the equipment.

NO TENANCY, AGENCY OR PARTNERSHIP CREATED

12. Nothing contained herein shall be deemed or construed by the parties as creating any relationship between the parties other than that of **Licensor** and **Licensee**.

NOTICE

13. Any notice which is required to be given under the terms of this agreement may be effectively given by the parties hereto if personally delivered or by mailing the same by prepaid registered mail directed to:

in the case of the **Licensor** to:

Township of North Huron
274 Josephine Street
PO Box 90
Wingham, ON
N0G 2W0

Attention: CAO

in the case of the **Licensee** to:

Tuckersmith Communications Co-operative
Limited
40023 Kippen Road
Kippen, Ontario
N0M 2T0

Attention: General Manger

Any notice shall be deemed to be effectively given on the date of personal delivery or on the expiration of the fifth day following the day on which such mailing was effected, except in the case of postal interruption when personal service only shall be effective.

SUCCESSORS

14. This agreement and the covenants and obligations herein contained shall enure to the benefit of and be binding upon the Licensor, its successors and assigns and shall be binding upon the Licensee, its permitted successors and assigns.

GENERAL PROVISION

15. This agreement may only be amended in writing executed by both parties hereto and attached as an Addendum to an executed copy of this agreement.

16. The parties acknowledge that this agreement does not grant any interest, whether legal or equitable, to the Licensee in or to any real property of the Licensor.

17. This agreement shall be interpreted in accordance with the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties have duly caused this agreement to be executed.

Township of North Huron

Tuckersmith Communications Co-operative Limited

Per: Neil Vincent

Per: [Signature]

Per: [Signature]
c/s or Witness

Per: [Signature]
c/s or Witness

June 3, 2013
(Date)

June 12, 2013
(Date)