

LICENCE AGREEMENT (VACANT LAND)

THIS AGREEMENT made in duplicate as of September 1, 2020.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF GOVERNMENT AND CONSUMER
SERVICES**

(hereinafter referred to as the “**Licensor**”)

- and -

THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON

- and -

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(hereinafter referred to as the “**Licensee**”)

Summary of Basic Terms

The following is a summary of certain provisions, which are part of, and are referred to in subsequent provisions of this Licence. Any conflict or inconsistency between these provisions and the provisions contained elsewhere in this Licence will be resolved in favour of the provisions contained elsewhere in this Licence:

(a) Address of Premises:	Part of Lot 27, Concession 14, in the geographic Township of Hullett, in the Municipality of Central Huron.
(b) Area of the Licensed Premises:	1 unit
(c) Licence Fee:	<p>During the first ten (10) years of the Term, the amount payable shall be Two Hundred and Twenty-Five Dollars (\$225.00) per annum plus applicable Sales Taxes.</p> <p>During the second ten (10) years of the Term, the amount payable shall be Two Hundred and Fifty Dollars (\$250.00) per annum plus applicable Sales Taxes.</p>
(d) Term	Twenty (20) years.
(e) Commencement Date:	September 1, 2020
(f) Address of Licensor:	<p>Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Vice President, Asset Management Fax: (416) 327-1906</p> <p><u>With a copy to:</u></p> <p>Ontario Infrastructure and Lands Corporation 1 Dundas Street West, Suite 2000 Toronto, Ontario M5G 1Z3 Attention: Director, Legal (Leasing and Contract Management Fax: (416) 327-3376</p> <p><u>And an additional copy to:</u></p> <p>CBRE Limited c/o CBRE Land Bank Management Team 310 Highway 7, RR 1</p>

	Locust Hill, Ontario L0H 1J0 Attention: Senior Manager - Leasing and Administration Fax: (905) 472-2784
(g) Address of Licensee:	The Corporation of the Municipality of Central Huron 23 Albert Street Clinton, Ontario N0M 1L0 Fax: (519) 482-9183 <u>And:</u> The Corporation of the Township of North Huron P.O. Box 90, 274 Josephine Street Wingham, Ontario N0G 2W0 Fax: (519) 357-1110
(h) Termination:	The parties to this Licence reserve the right to terminate at any time by providing the other party with not less than six (6) months' prior written notice of Termination without penalty, compensation, damages or bonus to the other party.
(i) Security Deposit:	NIL
(j) Special Provision(s):	This Licence, once executed will supersede the Licence Extension and Amending Agreement dated January 21, 2016.

RECITALS:

- A. Her Majesty the Queen in right of Ontario is the owner in fee simple of certain lands located in the of Township of Hullett, Municipality of Central Huron, as shown outlined in yellow attached hereto as Schedule B (hereinafter referred to as the "Lands").
- B. Her Majesty the Queen in right of Ontario confirms that an authorized signing officer of Ontario Infrastructure and Lands Corporation ("OILC") has the authority to execute this Licence on behalf of Her Majesty the Queen in right of Ontario, and Her Majesty the Queen in right of Ontario and OILC are and shall be bound by all the Licensors' covenants, representations and warranties as provided herein.
- C. The parties hereto have agreed that the Licensee shall have the right, pursuant to the license herein granted (the "Licence"), to utilize the Lands for the purpose of ground water monitoring, intercepting containment and if required, carrying out remedial work (the "Use"), subject to the terms and conditions of this licence agreement (the "Licence").

IN CONSIDERATION of the mutual covenants hereinafter set forth and other good and valuable consideration, the Licensors and Licensee hereto agree as follows:

DEFINITIONS:

1. As used in this Licence, the following terms shall have the following meanings:

"Authority" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands, or the use thereof.

"Business Day" means any day on which the Government of Ontario normally conducts business.

"Environmental Contaminant(s)" means (i) any substance which, when it exists on the Lands or the water supplied to the Lands, or when it is released onto the Lands or any part thereof, or into the water or the natural environment, is likely to cause, at any time, material harm or degradation to the Lands or any part thereof, or to the natural environment or material risk to human health, and includes, without limitation, any flammables, explosives, radioactive materials, asbestos, lead paint, PCBs, fungal contaminants (including, without limitation, and by way of example, stachybotrys chartarum and other moulds), mercury and its compounds, dioxins and furans, chlordane (DDT), polychlorinated biphenyls, chlorofluorocarbons (CFCs), hydro-chlorofluorocarbons (HCFCs), volatile organic compounds (VOCs), urea formaldehyde foam insulation, radon gas, chemicals known to cause cancer or reproductive toxicity, pollutants,

contaminants, hazardous wastes, toxic or noxious substances or related materials, petroleum and petroleum products, or (ii) any substance declared to be hazardous or toxic under any Environmental Laws now or hereafter enacted or promulgated by any Authorities, or (iii) both (i) and (ii).

“Environmental Laws” means any federal, provincial or local law, statute, ordinance, regulation, policy, guideline or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Environmental Contaminants, including, without limitation, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, the *Environmental Assessment Act*, R.S.O. 1990, c. E.18, the *Ontario Water Resources Act*, R.S.O. 1990, c. O.40, the *Occupational Health and Safety Act*, R.S.O. 1990, c. O.1, the *Safe Drinking Water Act*, 2002, S.O. 2002, c.32, and applicable air quality guidelines, as such statutes, regulations and guidelines may be amended from time to time.

“Licensee” includes the successors and permitted assigns of the Licensee.

“Licensor” includes Her Majesty the Queen in right of Ontario, Ontario Infrastructure and Lands Corporation and the successors and permitted assigns of the Licensor.

“Open Data” means data that is required to be released to the public pursuant to the Open Data Directive.

“Open Data Directive” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended from time to time.

“Permittee” means any existing or contemplated tenant, subtenant, invitee, licensee, permittee, mortgagee, Licensee, security holder or other person including any competent authority.

GRANT OF LICENCE, TERM AND FEES

2. The Licensor hereby grants permission to the Licensee, on a non-exclusive basis, to use the Lands together with all facilities of ingress and egress for the purpose of the Use and to install, operate and maintain works (provided that the Licensee shall obtain prior written consent of the Licensor for the installation, operation and maintenance of any such works). The Licensor acknowledges and agrees that it shall not pave, erect a structure or make any Area of the Licensed Premises to interfere with the Use or with the exercise of any of the rights mentioned in this Section 2.
3. This Licence shall be for a term of twenty (20) years commencing on September 1, 2020 and ending on August 31, 2040 (the “Term”), and subject to the terms and conditions set out in this Licence and which the Licensee hereby accepts and agrees to perform and abide by. There will be no renewal or overholding of this Licence, unless agreed to by the parties in writing.
4. The Licensee covenants to pay to the Licensor as a Licence Fee, the sum of Two Hundred and Twenty-Five Dollars (\$225.00) per annum for the first ten (10) years of the Term and Two Hundred and Fifty Dollars (\$250.00) per annum for the second ten (10) years of the Term (the “Licence Fee”) plus all applicable taxes.

The Licensee shall send all Licence Fee payments to the following address:

Ontario Infrastructure and Lands Corporation
c/o CBRE Land Bank Management Team
310 Highway 7, RR 1
Locust Hill, Ontario L0H 1J0
Attention: Accounts Receivable
Fax: (905) 472-2784

5. This Licence is a completely net and carefree license to the Licensor and except as expressly set out herein, during the Term, or any extensions thereof, the Licensor is not responsible for any expense and obligation of any nature whatsoever arising from, relating to or affecting the Lands. Without limiting the generality of the foregoing, the Licensee shall be responsible for all costs, expenses and outlays of any nature or kind whatsoever

relating to or affecting the Lands and the Licensee's use thereto, save and except that expressly provided for herein as the Licensors obligation.

- (a) The Licensee shall also pay to the Licensors within thirty (30) days of the Licensors submitting an invoice, in addition to any other monies payable hereunder during the Term of this Licence or any extension thereof, for any additional costs that are attributable to the Licensee's Use and occupancy of the Lands.

6. The Licensee shall pay H.S.T. on any and all payments.

7. The Licensee shall pay all applicable taxes on any and all payments, if required by law.

USE OF LANDS

8. The permission granted herein does not confer any rights in regard to any lands and roadways which are not under the Licensors jurisdiction and control.

9. The Licensee acknowledges that no representations or warranties have been made by the Licensors, or anyone acting on its behalf, as to the condition of or title to or the use or zoning of or with respect to any other matter or thing in connection with the Lands or as to the performance of any parts thereof or as to the presence or absence of hazardous substances on the Lands including, without limitation, urea formaldehyde foam insulation and any Environmental Contaminant. The Licensee acknowledges that the Lands are licensed on an "as is, where is" basis and that no representation or warranty is expressed or can be implied as to title, description, fitness for purpose, quantity, condition or quality thereof or in respect of any other thing whatsoever and the Licensee shall complete the Term of this Licence or any extension thereof without abatement of the Licence Fee or any other claim in respect of the Lands or the use thereof.

RIGHT TO TERMINATE

10. The parties to this Licence reserve the right to terminate this Licence at any time by providing the other party with not less than six (6) months' prior written notice of termination without penalty, compensation, damages or bonus to the other party.

LICENSEE'S COVENANTS

11. To pay the Licence Fee in accordance with the provisions of this Licence.

12. Provided that the Licensee has obtained the Licensors prior written approval, the Licensee shall, except in the case of emergency, before commencing any work authorized by this Licence, give to the Licensors thirty (30) days prior written notice, and in cases of emergency such previous notice as is reasonably possible, and during any construction work, repair and maintenance, the Licensors may have its representatives present, for whose time and necessary expenses the Licensee shall pay on presentation of invoices therefor.

13. The Licensee shall be solely responsible for obtaining from all Authorities all necessary permits, licenses and approvals to permit the Licensee to occupy the Lands and shall operate the Lands for the Use in accordance with all laws, regulations, by-laws, policies or procedures of any relevant Authorities having jurisdiction.

14. The Licensee shall comply with all provisions of law, including, without limitation, all federal and provincial legislative enactments, municipal by-laws and any other governmental or municipal by-laws, regulations and orders that relate to the Lands, the Licence or the exercise of any of the rights or obligations in the Licence herein granted.

15. The Licensors may, acting reasonably, and from time to time, make and amend rules and regulations for the operation of the Lands, and the Licensee and all persons under its control shall comply with all of such rules and regulations, all of which shall be deemed to be incorporated into and form part of this Licence.

16. The Licensee acknowledges and agrees that:

- (a) The Licensee shall not store, bring in or permit to be placed, any Environmental Contaminant on the Lands.

- (b) The Licensee shall not permit on the Lands, at any time during the Term of this Licence or any extension thereof the presence of any Environmental Contaminant, except in strict compliance with all applicable laws of any relevant Authority including, without limitation, environmental land use, Environmental Laws, occupational health and safety laws, regulations, requirements, permits and by-laws. If the Licensee shall bring or create upon the Lands, any Environmental Contaminant, then such Environmental Contaminant shall be and remain the sole property of the Licensee and the Licensee shall remove same at its sole cost and expense upon the expiration or sooner termination of the Term or any extensions thereof, or sooner if so directed by any Authority, or if required to effect compliance with any Environmental Laws or if required by the Licensor;
 - (c) Without limiting the effect of section 16(b) herein, should any part or parts of the Lands be discovered during the course of excavation to contain Environmental Contaminants,
 - (i) the Licensee shall forthwith inform OILC of the discovery of Environmental Contaminants and shall provide OILC with all environmental reports and other reports relevant to the Lands, such reports to be limited to applicable facts, data and technical information that it then possesses or obtains thereafter respecting such Environmental Contaminants The Licensee shall forthwith inform the Licensor in writing of, any notice by any governmental authority, be it federal, provincial or municipal, alleging a possible violation of or with respect to any other matter involving any Environmental Laws relating to the operation of the Lands or relating to any person for whom it is in law responsible or any notice from any other party concerning any release or alleged release of any Environmental Contaminant.
 - (ii) the Licensee shall work with the Ministry of the Environment, Conservation and Parks to carry out the appropriate remedial action of the Lands for which the Licensee is responsible at law and in strict compliance with all applicable laws of all Authorities including, without limitation, environmental land use, occupational health and safety laws, regulations, requirements, permits and by-laws. The Licensee shall carry out all environmental inspections, investigations and studies necessary to enable it to comply with all applicable laws.
 - (iii) The Licensee shall comply with all applicable laws so as not pose a risk to any persons or property.
 - (iv) The Licensee shall be fully responsible for the payment of all costs arising from any Contaminant that the Licensee shall bring or create upon the lands.
 - (d) The Licensee shall ensure that all contracts that it enters into for environmental studies and reports respecting the Lands or the Licensee's works, whether before, during or after construction, will provide for the Licensor having the full legal benefit of such contracts, studies and agreements.
 - (e) If, during the Term or any extensions thereof, any governmental authority, be it federal, provincial or municipal, shall require the clean-up of any Environmental Contaminant held in, released from, abandoned in, or placed upon the Lands by the Licensee or its employees or those for whom it is in law responsible, then the Licensee shall, at its sole cost and expense, carry out all required work including preparing all necessary studies, plans and approvals and providing all bonds and other security required and shall provide full information with respect to all such work to the Licensor provided that the Licensor may, at its option, perform any such work at the Licensee's sole cost and expense, payable on demand.
17. The Licensee shall not in any way use or trespass on any Licensor's lands adjoining the Lands, unless it has the authority to do so.

18. The Licensee shall grade and resurface the Lands, provide suitable drainage and designate areas within the Lands for access, ingress and egress, all at its own expense, in order to properly maintain and operate the Lands for the Use.
19. In the event, the Licensor considers it necessary that fences or barriers be installed or any part or parts of the perimeter of the Lands or around any of the Licensee's installations, the Licensee shall install such fences or barriers at its expense according to the specifications of the Licensor.
20. The Licensee covenants and agrees that the Licensee, its uses, works, installations, equipment, improvements, property and Permittees shall not in any way interfere with, obstruct, delay or cause any damage or inefficiencies to any works of the Licensor or of the Licensor's Permittees, now or hereafter constructed or contemplated on, in or in respect of all or any portion of the Lands from time to time.
21. The Licensee acknowledges and agrees that:
 - (a) The Licensee shall maintain the Lands and any of the Licensee's installations thereon in a neat and tidy condition satisfactory to the Licensor.
 - (b) Upon termination of this Licence, the Licensee at its own expense shall remove any of its Licensee's improvements from the Lands and restore the Lands to a condition satisfactory to the Licensor, unless notified in writing by the Licensor to the contrary. If the Licensor provides such written notice to the Licensee, all improvements to the Lands shall become the property of the Licensor without cost. The Licensee shall not leave any open trenches on the Lands unattended. All open trenches shall be completed and clearly fenced in, with such fencing to remain up for the duration of the trenching work.
 - (c) Upon expiry or earlier termination of this Licence, the Licensee shall decommission all wells located on the Lands in accordance with the Ontario Water Resources Act, R.S.O. 1990, c. O.40 and specifically R.R.O. 1990, Reg. 903: Wells and provide a well decommission report for all wells no later than thirty (30) days prior to the expiry of the Term or Extension Term, as the case may be.
 - (d) Upon expiry or earlier termination of this Licence, that the Licensee shall provide to the Licensor copies of all well records and any other reports and findings within five (5) Business Days of receipt by the Licensee of the respective well record, report and finding, and in no event later than thirty (30) days prior to the expiry of the Term or Extension Term, as the case may be.
22. The Licensee shall be responsible for security of the Land and the site during the Term, and without limitation, the Licensee shall take all reasonable steps to ensure that peace, cleanliness and general order is maintained during the Term and persons not affiliated with the Licensee are not permitted access to the Lands.
23. If any construction lien or certificate of action is served or filed against the Lands or any part thereof, whether valid or not and whether preserved or perfected, by reason of work done or to be done or materials or services furnished or to be furnished for the account of the Licensee, or by reason of alteration, repair or installation made or to be made for the account of the Licensee, the Licensee shall promptly discharge the lien or have the certificate vacated, at its sole expense, immediately after notice from the Licensor, or within ten (10) calendar days after registration or service, whichever is earlier. The Licensee shall indemnify and save harmless the Licensor and OILC from and against any liabilities, claims, liens, damages, costs and expenses, including legal expenses, arising in connection with any work, services or material supplied to the Licensee or the Lands. If the lien is vacated but not discharged, the Licensee shall, if requested by the Licensor, undertake OILC's and the Licensor's defence of any subsequent lawsuit commenced in respect of the lien, at the Licensee's sole expense.

In the event that the Licensee fails or refuses to vacate or discharge a construction lien within the time prescribed above, in addition to any other rights of the Licensor, the

Licensors and OILC shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Licensor and OILC in so doing (including without limitation, all legal fees and disbursements, the amount and costs of any security posted to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Licensee. In the event that the Licensee fails to comply with the terms of this section 23, the Licensor may, but shall not be obliged to pay into court the amount necessary to discharge the lien and charge the Licensee with the amounts so paid and all costs incurred by the Licensor, including legal fees and disbursements plus an administrative fee of fifteen percent (15%) of such amounts and costs, which shall be paid by the Licensee to the Licensor, forthwith upon demand.

DEFAULT

24. If at any time the Licence Fee or any other amount payable hereunder is not paid when due, the Licensor shall provide written notice to the Licensee of such arrears and the Licensee shall have ten (10) consecutive days from the delivery of such notice within which to pay such arrears, failing which the Licensor may terminate this Licence without any further notice.
25. In the event of default in payment of any amount due by the Licensee hereunder, interest shall accrue and be payable on such amount at that rate of interest per annum posted and charged from time to time by the Minister of Finance, compounded monthly until paid. Acceptance of any overdue payment or interest shall not constitute a waiver of any rights or remedies that the Licensor may have hereunder or at law.
26. In the event of default of any of the terms or obligations in this Licence by the Licensee other than payment of any amount due hereunder, the Licensor may provide written notice to the Licensee specifying the default, and if the default is not remedied or if adequate and sufficient measures are not being taken to satisfactorily remedy the same within ten (10) consecutive days of the delivery of the notice, the Licensor may terminate this Licence immediately upon the expiration of the ten (10) day period aforesaid without any further notice.
27. In the event of any default of the Licensee in performing any work, repairs, or other obligations of Licensee under this Licence or making any payments due or claimed due by the Licensee to third parties, the Licensor may perform any such work, repairs, or other obligations of Licensee or make any payments due or claimed to be due by the Licensee to third parties, and without being in breach of any of the Licensor's covenants hereunder and without thereby being deemed to infringe upon any of the Licensee's rights pursuant hereto, and, in such case, the Licensee shall pay to the Licensor forthwith upon demand all amounts paid by the Licensor to third parties in respect of such default and all costs of the Licensor in remedying or attempting to remedy any such default.

RIGHT TO ENTER OR TERMINATE

28. The Licensor reserves the right to inspect the Lands at any time. If in the opinion of the Licensor, the Licensee does anything or permits anything to be done on the Lands or the adjacent lands of the Licensor which may be a nuisance, cause damage, endanger or interfere with access or be considered dangerous or offensive by the Licensor acting reasonably, the Licensor may at the Licensee's expense, forthwith remove, relocate or clear the offending work from the Lands and/or the Licensor's adjacent lands without being liable for any damages caused thereby and the Licensee shall reimburse the Licensor for all expense to the Licensor in so doing or the Licensor may require the Licensee to immediately remove, relocate, clear or cease such activity.
29. The Licensor and anyone acting pursuant to its authority may at any time upon twenty-four (24) hours' prior written notice to the Licensee or at any time without notice in case of emergency enter on the Lands and inspect, operate, maintain, repair, re-arrange, add to, upgrade, reconstruct, replace, relocate and remove any of the Licensor's works or equipment and further may construct, add, inspect, maintain, repair, alter, re-arrange,

relocate and remove such new works or equipment the Licensor determines necessary or desirable subject only to abatement of the Licence Fee during the period of physical occupation by the Licensor, or any one acting pursuant to its authority for the aforesaid purposes to the extent that possession and enjoyment of the Lands by the Licensee for its business purpose were interfered with or disturbed during such period of occupation. The Licensor shall not be liable for and is hereby released from all damages, losses, injuries, costs, charges, expenses, suits, proceedings, claims and demands arising in connection with carrying out the work aforesaid, including, without limitation, all claims for damages, indemnification, reimbursement or compensation by reason of loss, interruption or suspension of business or interference or inconvenience howsoever caused or physical damage to the Lands.

30. Despite anything to the contrary in this Licence and without prejudice to the rights of the Licensor hereunder or otherwise, the Licensor shall have the option in its sole discretion at any time(s), to be exercised in each instance by at least ninety (90) days' prior written notice to the Licensee, to terminate this Licence in whole or in part, as the case may be, if the Licensor considers all or any portion(s) of the Lands to be necessary or desirable from time to time for the works of the Licensor or the Licensor's Permittees, all without any claim by or compensation for the Licensee including without limitation for any inconvenience, interruption, nuisance, discomfort, relocation or removal costs caused thereby, but subject to an adjustment in the Licence Fee payable hereunder.
31. If the Licensor delivers notice of termination pursuant to section 26 above, then all or such portion of the Lands suitable for existing or contemplated works of the Licensor or the Licensor's Permittees shall be deemed deleted from this Licence effective on the date set out in such notice (the "Effective Date") and the Licence shall be deemed to have been terminated or amended, as the case may be, in respect of such specific area(s) as of the Effective Date. In the event of delivery of notice of termination aforesaid, the Licensee shall at its sole expense and without claim or compensation of any kind remove or cause its works to be removed from the Lands or such specific area(s) on or before the Effective Date in the manner set out in section 21(b) herein. Without prejudice to the rights of the Licensor hereunder, the Licensor will consider any reasonable request from the Licensee to continue beyond the Effective Date the Licensee's use of the Lands for the Use.

INDEMNITY AND RELEASE AND INSURANCE

32. In order to induce the Licensor to grant this Licence and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Licensee on behalf of itself, its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives and appointees, hereby agrees and affirms:

The Licensor shall not be liable or responsible to the Licensee, or to any third parties whatsoever in any way for any property damage, injury or death caused by or arising out of this Licence including any direct, consequential, incidental, indirect, or special damages suffered by the Licensee or others arising from or out of any occurrence in, upon or relating to the use or presence of the Lands whether or not such damage, loss, injury or death results from any negligence of the Licensor or those for whom the Licensor is in law responsible. The Licensee shall protect, indemnify and hold harmless the Licensor and its agent Ontario Infrastructure and Lands Corporation, and each of their agents, directors, officers, employees, contractors, service providers and those for whom the Licensor is in law responsible, from and against any and all losses, claims, actions, damages, liabilities and expenses in connection with loss of life, personal injury, damage to property (including any portion of the Lands and its equipment, machinery, services, fixtures and improvements) or any other loss or injury whatsoever arising from or out of or as a result of the use of the Lands. If the Licensor shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee arising out of the presence or use of the Lands, then the Licensee shall protect, indemnify and hold the Licensor harmless and shall pay all costs, expenses (including legal fees on a substantial indemnity basis) incurred or paid by the Licensor in connection with such litigation.

33. The Licensee shall at its own expense, arrange and maintain a liability insurance policy satisfactory to the Licensor in the minimum amount of Five Million Dollars (\$5,000,000.00) in order to indemnify the Licensor. The Licensee shall pay any and all deductibles with respect to any claim arising thereunder. Such insurance shall (1) name Her Majesty the Queen in Right of Ontario as represented by the Minister of Government and Consumer Services as represented by Ontario Infrastructure and Lands Corporation, as additional insured (2) contain a cross liability clause, and (3) specify that it is primary coverage and not contributory with or in excess of any insurance maintained by the Licensor. A certified copy of such policy or satisfactory certificate in lieu thereof shall be delivered to the Licensor prior to the starting date.

ASSIGNMENT

34. The Licensee shall not assign, transfer, sublicense, part with possession or dispose of all or any part of the Lands or this Licence or any privileges or interests hereby granted to it without the prior written consent of the Licensor which may be unreasonably or arbitrarily withheld, failing which the Licensor shall be entitled to terminate this Licence immediately after the occurrence of such breach.

GENERAL

35. This Licence and any information or documents that are provided hereunder may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended, the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56, as amended, and the Open Data Directive, as amended, if applicable, respectively. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Licence or of any information or documents.
36. The failure of any party to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Licence shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by that party any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which the party has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the applicable party which expressly waives a right, power or option under this Licence.
37. The Licensee and any of its successors, administrators, permitted assigns, directors, officers, employees, agents, servants, representatives, and appointees shall not engage in any activity where such activity creates a conflict of interest, actual or potential, in the sole opinion of the Licensor, with the Licence or the exercise of any of the rights or obligations of the Licensee hereunder. The Licensee shall disclose to the Licensor in writing and without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

For clarification, a “conflict of interest” means, in relation to the performance of its contractual obligations pursuant to this Licence, the Licensee’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations pursuant to this Licence.

38. Any notice required or contemplated by any provision of this Licence shall be given in writing addressed in the case of notice to the Licensor to the following address:

To the Licensor:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3

Attention: Vice President, Asset Management
Fax: (416) 327-1906

With a copy to:

Ontario Infrastructure and Lands Corporation
1 Dundas Street West, Suite 2000
Toronto, Ontario M5G 1Z3
Attention: Director, Legal (Leasing and Contract Management)
Fax: (416) 327-3376

And an additional copy to:

CBRE Limited
c/o CBRE Land Bank Management Team
310 Highway 7, RR 1
Locust Hill, Ontario L0H 1J0
Attention: Senior Manager - Leasing and Administration
Fax: (905) 472-2784

and, in the case of notice to the Licensee, to it in care of:

The Corporation of the Municipality of Central Huron
23 Albert Street
Clinton, Ontario N0M 1L0
Fax: (519) 482-9183

And:

The Corporation of the Township of North Huron
P.O. Box 90, 274 Josephine Street
Wingham, Ontario N0G 2W0
Fax: (519) 357-1110

Notices shall be delivered personally or by facsimile or mailed by either registered or signature mail and postage prepaid enclosed in a sealed envelope. The time of giving of notice by either registered or signature mail shall be conclusively deemed to be the fifth Business Day after the day of such mailing. Such notice, if personally delivered or if delivered by facsimile, shall be conclusively deemed to have been given and received at the time of such delivery. The parties hereto acknowledge and agree that notwithstanding anything to the contrary in the *Electronic Commerce Act*, 2000, S.O. 2000, c.17, as amended from time to time, any notice, statement, demand, request or other instrument which may be or is required to be given under this Licence or at law may not be validly delivered by way of electronic communication, save as specifically provided in this section 38. Either party may at any time by giving notice to the other party (in the manner provided above) change its address for notice purposes, and thereafter the address most recently provided shall be deemed to be the address so changed.

39. The provisions of this Licence shall be binding upon and enure to the benefit of the Licensor and the Licensee.
40. The Licensee and the Licensor acknowledge that there are no covenants, representations, warranties, agreements or conditions, expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence save as expressly set out in this Licence and that this Licence and the Schedules hereto constitute the entire agreement between the Licensor and the Licensee and may not be modified except as herein explicitly provided or except by subsequent agreement in writing of equal formality hereto executed by the Licensor and the Licensee. Schedule A and Schedule B, which are attached to this Licence, form part of this Licence.

41. The Licensor and the Licensee agree that all of the provisions of this Licence are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate paragraph hereof. Should any provision or provisions of this Licence be illegal or not enforceable, it or they shall be considered separate and severable from this Licence and its remaining provisions shall remain in force and be binding upon the parties hereto as though the said provision or provisions had never been included.
42. The headings in the Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of meaning of this Licence nor any of the provisions hereof.
43. This Licence may be executed in counterparts and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.
44. No interest in the Lands is being conveyed by the granting of this Licence and the Licensee shall not register the Licence or any notice in respect thereof on title without the prior written consent of the Licensor, which consent may be arbitrarily withheld.
45. The Licence shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

46. Time shall be of the essence hereof.

This Licence is not binding on the Licensor, until it has been duly executed by or on behalf of the Licensor.

IN WITNESS WHEREOF the parties hereto have executed this Licence on the dates written below.

SIGNED, SEALED AND DELIVERED

Dated this _____ day of _____, 20 ____.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO AS REPRESENTED BY
THE MINISTER OF GOVERNMENT
AND CONSUMER SERVICES, AS
REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS
CORPORATION**

By: _____

Name: David Lemieux

Title: Leasing Services Manager

Authorized Signing Officer

Dated this _____ day of _____, 20 ____.

**THE CORPORATION OF THE
MUNICIPALITY OF CENTRAL
HURON**

By: _____

Name:

Title:

By: _____

Name:

Title:

Authorized Signing Officer(s)

Dated this 7th day of June, 2021.

**THE CORPORATION OF THE
TOWNSHIP OF NORTH HURON**

By: _____

Name: Bernie Bailey

Title: Reeve

By: _____

Name: Carson Lamb

Title: Clerk

Authorized Signing Officer(s)

Schedule A

Legal Description of the Lands

Part of Lot 27, Concession 14, in the geographic Township of Hullett, in the Municipality of Central Huron, part of PIN 41322-0004

Schedule B
Plan of Lands

