

Schedule "A" to By-Law 87-2018 Land Transfer Agreement Hospice

THIS AGREEMENT MADE BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
SOUTH HURON**

(hereinafter called the "Municipality")
OF THE FIRST PART

- and -

MARGARET ELLEN BEAN

(hereinafter called the "Licensee")
OF THE SECOND PART

WHEREAS the Licensee is the registered owner of the lands and premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Licensee's Lands");

AND WHEREAS the Licensee donated lands described as Parts 2 through 8 inclusive, Plan 22R-6530 to the Municipality;

AND WHEREAS the Licensee obtains access to London Road via a portion of the lands it donated to the Municipality (the "driveway");

AND WHEREAS the Municipality has agreed to permit the Licensee to maintain and use such driveway subject to the requirement that the Licensee enter into an agreement with the Municipality;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT IN CONSIDERATION OF THE PREMISES AND THE COVENANTS HEREINAFTER SET FORTH, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO COVENANT AND AGREE WITH EACH OTHER AS FOLLOWS:

1. LICENCE

The Municipality hereby permits and consents to the Licensee to maintain and use a driveway across the Licensed Area, which is more particularly described in Paragraph 2 of Schedule "A" for the purpose of providing access to the Licensee's Lands described in Paragraph 1 of Schedule "A" from the abutting public highway known as London Road.

2. TERM

This Licence Agreement shall be effective upon the date of execution by the Municipality and shall continue from year to year subject to the termination provisions hereinafter set forth.

3. TERMINATION OF AGREEMENT

(a) This Agreement will automatically terminate:

(1) upon the registration of:

- i) a transfer of the ownership of the Licensed Area from the Municipality to the Licensee; or
- ii) an easement/right of way in favour of the Licensee's Land;

(2) upon establishment of the Licensed Area as a public highway.

- (3) upon the Licensee abandoning use of the Licensed Area, which abandonment shall be deemed to have occurred whereupon the Licensee is issued an entrance permit to construct an entrance to the abutting public highway (known as "London Road") from the Licensee's Lands.

4. NO INTEREST IN LAND AND NON-EXCLUSIVE LICENSE

- (a) The Licensee acknowledges that this Agreement shall in no way create any interest in land or easement rights.
- (b) The Licensee acknowledges and agrees that the Licensed Area provides access to other lands described as Parts 2, 3 and 4, Plan 22R-6530 and accordingly the license granted herein is non-exclusive and the Licensee may not prohibit or interfere with the access over the Licensed Area.

5. REPAIR AND MAINTAIN

- (a) In consideration of the permission and consent hereby given, the Licensee shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition.
- (b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Area and it is the Licensee's obligation to ensure that work authorized hereunder does not encroach upon or affect abutting lands.
- (c) If the Licensee fails to maintain in safe condition, repair or remove the driveway as required by this Agreement, the Municipality may alter, repair or remove the same at the expense of the Licensee and the Certificate of the Clerk of the Municipality as to the expense thereof shall be final and binding upon the Licensee. In addition to any other remedy provided for in this agreement or at law, the Municipality may recover the same from the Licensee in any court of competent jurisdiction as a debt due and owing to the Municipality.

6. INDEMNIFICATION FROM LIABILITY AND RELEASE

The Licensee covenants and agrees with the Municipality that the Licensee will indemnify and save harmless the Municipality, its officers, servants, officials and agents from any claim or demand, loss, cost, charge or expense which the Municipality may incur or be liable for as a result of any negligence of the Licensee in the exercise by the Licensee of such permissions granted hereunder.

7. INSURANCE CERTIFICATE AND POLICY

- (a) Policy of Insurance - The Licensee shall lodge with the Municipality, on or prior to the execution of the Agreement, an insurance certificate with an Insurance Company satisfactory to the Municipality, and insuring for the joint benefit of the Licensee and the Municipality against any liability that may arise out of authorization granted hereunder or any use of the Licensed Area.
- (b) Comprehensive General Liability - Such policy shall carry limits of liability in the amount to be specified by the Municipality, but in no event shall it be less than \$5,000,000.00 inclusive comprehensive general liability and such policy shall contain:
 - (1) a cross-liability clause;
 - (2) product/completed operation coverage;

- (3) shall not have an exclusion pertaining to blasting, provided that any blasting required to be done shall be done by an independent contractor duly qualified to do such work or where no blasting will occur, such clause may be included where the Municipality has received to its satisfaction, a Statutory Declaration from the Licensee that no blasting will occur on the lands subject to this agreement;
 - (4) shall include the following as an additional insured:
 - i) The Corporation of the Municipality of South Huron
 - (5) Notice of Cancellation - a provision that the insurance company agrees to notify the Municipality 15 days in advance of any material change or cancellation of the said insurance policy.
 - (c) Certificate of Coverage - Any certificate of coverage filed with the Municipal solicitor shall specifically contain confirmation that the coverage as specified in paragraphs (1), (2), (3), (4) and (5) above is in effect.
 - (d) Confirmation of Premium Payment - The Licensee shall, from time to time as required by the Municipality, provide confirmation that all premiums on such policy or policies of insurance have been paid, and that the insurance is in full force and effect. The Licensee shall file a copy of the policy with the Municipality.
 - (e) Claim in Excess of Policy Limits - The issuance of such Policy of Insurance shall not be construed as relieving the Licensee from responsibility for other or larger claims, if any, and for which it may be held responsible.
8. LICENCE NON-TRANSFERABLE
- The licence hereby granted may not be transferred by the Licensee without the prior consent in writing of the Municipality.
9. NOTICE
- For the purpose of This Agreement, notice may be given to the Licensee by prepaid registered mail to the address shown on the last transfer registered against the Licensee's Lands and such notice shall be deemed to have been given and received on the fifth day after mailing.

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10. ESTOPPEL OF LICENSEE

The Licensee agrees to not call into question directly or indirectly in any proceeding whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into This Agreement and to enforce each and every term, covenant and condition herein contained and This Agreement may be pleaded as an estoppel against the Licensee in any such proceedings.

This AGREEMENT SHALL enure to the benefit of and be binding upon the parties hereto and their permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed and set their hands and seals on This Agreement:

By the Municipality on the _____ day of _____, 2017.

THE CORPORATION OF THE
MUNICIPALITY OF SOUTH HURON

Per: *Maureen Cole*
Maureen Cole, Mayor

Per: *Genevieve Scharback*
Genevieve Scharback, Clerk

By the Licensee on the 6 day of June, 2016, 2017.

M. Ellen Bean
Margaret Ellen Bean

THIS IS SCHEDULE A TO THE LICENSE AGREEMENT BETWEEN THE
CORPORATION OF THE

SCHEDULE "A"

1. Licensee's Lands

Part of Lot 15, Concession 1, Geographic Township of Usborne, Now in the Municipality of South Huron, more particularly described as Part 1, Plan 22R-6530.

2. Licensed Area

Part of Lot 15, Concession 1, Geographic Township of Usborne, Now in the Municipality of South Huron, more particularly described as Part 5, Plan 22R-6530.

