

This agreement made between:

The Corporation Of The Municipality Of South Huron

(Hereinafter called the "Municipality")
Of The First Part

- And -

The South Huron Hospital Foundation

(Hereinafter jointly called the "Licensee")
Of The Second Part

Whereas the Licensee requires this agreement to facilitate access to and from 70778 London Road and the provision of services to the lands/premises more particularly described in paragraph 1 of Schedule "A" attached hereto (the "Jessica's House Lands");

And whereas the Municipality has agreed to permit the Licensee to construct and maintain such driveway and services 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 authorizes the Licensee to establish and maintain 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 lands described in Paragraph 1 of Schedule "A". In addition the Licensee is also authorized to construct subsurface and above grade service connections (drinking water supply, sanitary sewage disposal, natural gas, electricity, etc.).

2. 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 in consequence of the permission hereinbefore granted and/or the exercise by the Licensee of such permission and/or the presence of the driveway or in any matter related thereto.

The Licensee hereby releases and forever discharges the Municipality, its officers, servants, officials and agents from any claim, demand, loss, cost, charge or expense which may arise as a result of the Municipality performing any municipal work in or upon the Licensed Area which may damage or interfere with the Licensee's use or improvements.

3. 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.

4. Termination Of Agreement

- (a) This Agreement may be terminated by the Municipality:
 - (1) Discretionary - Future Public Highway - upon six (6) months' notice in writing by the Municipality where the Licensed Lands will become or form part of a public highway; or
 - (2) Discretionary - Grant of Easement - upon six (6) months' notice in writing by the Municipality where the Municipality intends to grant an easement to replace this License; or
 - (3) Default - upon default of the Licensee of the terms of this agreement; as a condition precedent to giving such notice of termination the Municipality shall provide written notice of default and the Licensee shall have fifteen (15) days from the date of the notice to remedy the identified default(s) to the satisfaction of the Municipality; where such default has not been remedied the Municipality may terminate the agreement as of a date specified in writing and require the Licensee to remove the encroachment within a reasonable time.

- (b) This Agreement will automatically terminate:
 - (1) upon the registration of a transfer of the ownership or the registration of an easement for access and services from the Municipality to the Licensee affecting the Licensed Lands ; or
 - (2) upon the removal of the driveway, surface and subsurface services and the restoration of the Licensed Lands to a condition satisfactory to the Municipality.

5. 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 that a portion of the Licensed Lands, being Part 5, Plan 22R-6530 are subject to a pre-existing license in favour of the owner of the lands described in Paragraph 3 of Schedule "A" (the "Other Licensee"), and that this license is non-exclusive.
- (c) The authorization given to the Licensee hereunder is subject to the condition that the Licensee may not interfere with or impede the access rights of the Other Licensee.
- (d) The Licensee acknowledges that notwithstanding the authorization given to the Other Licensee to maintain Part 5, 22R-6530 as an entrance to its lands (in the same manner as section 6(a) below), the Licensee shall be solely responsible for the maintenance of Part 5

6. Construct, Repair And Removal

- (a) In consideration of the permission and consent hereby given, the Licensee:
 - (1) shall, at its own expense, construct and maintain all improvements in or upon the Licensed Area;
 - (2) shall, at its own expense, obtain all required governmental approvals for the construction of the driveway;
 - (3) shall, at its own expense, keep and maintain the driveway in a safe, good and proper repair and condition;
 - (4) shall, upon termination of this Agreement, forthwith remove the driveway, surface and subsurface services and repair any damage

caused thereby at the sole expense of the Licensee without being entitled to any compensation whatsoever.

- (b) The Licensee acknowledges that the authorization hereunder applies only to the Licensed Lands and it is the Licensee's obligation to ensure that works authorized hereunder does not encroach upon abutting lands. The Licensee shall be responsible for obtaining the assistance of a professional surveyor for such purpose and the cost thereof.
- (c) If the Licensee fails to maintain in a clean, safe condition or to repair or to remove the driveway as required by this Agreement, the Municipality may clean, 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.
- (d) Without limiting the generality of subsection (c), during construction of the any improvements on the Licensee's Lands, the Licensee shall keep the Licensed Lands free of construction debris and shall undertake such measures to remove debris, mud, etc. from Part 5 on a daily basis.
- (e) Upon the commencement of the term of this License the Licensee shall be solely responsible for the cost of any cleaning, repair and maintenance of the Licensed Lands, and as it relates to Part 5, Plan 22R-6530, the Licensee shall not be entitled to claim from the Other Licensee and agrees not to make such demand or claim for contributions for any cleaning, maintenance and repair activities.
- (f) The obligation imposed upon the Licensee under subsection (e) above does not preclude the Other Licensee from exercising its own maintenance activities on Part 5, 22R-6530 should it deem such maintenance necessary. Where such maintenance activities are determined by the Municipality, acting reasonably, to have arisen as a result of the Licensee's failure to maintain Part 5 in a clean and safe condition (including regular snow removal), the Municipality may require the Licensee to reimburse the Licensee for such costs and the failure to do so shall be deemed to be a default under this agreement.

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 (a), (b), (c), (d) and (e) 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. Expenses To Be Paid By The Licensee

- (a) Every provision of this Agreement by which the Licensee is obligated in any way shall be deemed to include the words "at the expense of the Licensee" unless the context otherwise requires.
- (b) The Licensee shall pay such reasonable fees as may be invoiced to the Municipality by its Solicitor, its Planner, and its Municipal Engineer in connection with all work to be performed as a result of the provisions of this Agreement.
- (c) All expenses for which demand for payment has been made by the Municipality, shall bear interest at the rate of 12% per annum commencing 30 days after demand is made.
- (d) In the event that the Municipality finds it is necessary to engage the services of an engineer or technical personnel not permanently employed by the Municipality to review the plans of the Licensee and/or carry out on-site inspections of the work performed, the Municipality will advise the Licensee accordingly of this need, and the costs of such outside engineers so engaged shall be the responsibility of the Licensee. The Municipality may require a deposit for this purpose.

9. Licence Non-Transferable

The licence hereby granted may not be transferred by the Licensee without the prior consent in writing of the Municipality. The Municipality will not reasonably withhold consent subject to the Transferee continuing to operate as a residential hospice.

10. 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.

11. 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 , 2018.

The Corporation Of The Municipality Of
South Huron

Mayor Maureen Cole

Rebekah Msuya-Collison, Clerk

By the Licensee on the day of , 2018.

This is schedule a to the license agreement between the Corporation Of The Municipality Of South Huron and

Schedule "A"

1. Jessica's House Lands

Part of Lot 15, Concession 1, Geographic Township of Usborne, being Parts 2, 3 and 4 Plan 22R-6530.

2. Licensed Lands

Part of Lot 15, Concession 1, Geographic Township of Usborne, being Parts 5, 6, 7 and 8, Plan 22R-6530.

3. Other Lands Benefiting From Non-Exclusive License

Part of Lot 15, Concession 1, Geographic Township of Usborne, being Part 1, Plan 22R-6530.