

**LICENSE AGREEMENT**

THIS AGREEMENT made this                      day of                      , 2018.

**BETWEEN:**

**THE CORPOPRATION OF HALDIMAND COUNTY**  
(the “Licensor”)

OF THE FIRST PART

and

**2494134 ONTARIO INC.**  
( the “Licensee”)

OF THE SECOND PART

**WITNESSETH THAT:**

- A. WHEREAS the Licensee is the registered owner of the lands known municipally as 146 Forfar Street West, Caledonia, being legally described as PIN # 38162-0010(LT) being Part of Lot 13, Plan 331, Oneida, designated as Part 2 on 18R-1671; Haldimand County, and Part of PIN # 38162-0009(LT) being Part of Forfar Street, Plan Town of Caledonia, designated as Parts 1 & 2 on 18R-7468, Haldimand County, and commonly known as The Old Mill in Caledonia (hereinafter the “Licensee’s Lands”);
  
- B. AND WHEREAS the Licensor is the owner of the lands legally described as Part of PIN # 38162-0009(LT), FORFAR ST PL 331 ONEIDA; PT FORFAR ST PL TOWN OF CALEDONIA; PT LT 18 CON BF ON GRAND RIVER ONEIDA; PT LT 1-5, 13 PL 331 ONEIDA; PT LT 1 S/S FORFAR PL TOWN OF CALEDONIA; PT PEEBLES ST PL TOWN OF CALEDONIA; PT LT 2 S/S FORFAR, 3 S/S FORFAR, 4 S/S FORFAR, 5 S/S FORFAR PL TOWN OF CALEDONIA PT 3, 4, 5, 6, 7 18R1435, PT 1 18R2612, PT 1 18R2632, PT 1, 2 18R2871, S/T INTEREST IN HC141442, S/T INTEREST IN HC141443 BEING FORFAR ST AKA FORFAR ST W; S/T HC115984, O7057; HALDIMAND COUNTY, save and except Part of PIN # 38162-0009(LT), designated as Part \_\_\_\_ on 18R-\_\_\_\_\_, being Part of Forfar Street, Plan Town of Caledonia, designated as Parts 1 & 2 on 18R-7468, Haldimand County known as Forfar Street in Caledonia and Part of PIN # 38162-0011(LT), being Part of Lot 13, Plan 331, Oneida, designated as Part \_\_\_\_ on 18R-\_\_\_\_\_, Haldimand County (hereinafter the “Lands”);
  
- C. AND WHEREAS the Licensee has requested the Licensor to permit asphalt parking areas, realignment and extensions of the existing trail, on portions of the Licensor’s Lands, more particularly described on the attached Schedule “A” (hereinafter the “Parking Area”);
  
- D. AND WHEREAS the Licensor has granted approval to the Licensee to install an asphalt parking lot on the Parking Area; subject to the terms and conditions hereinafter set out;
  
- E. AND WHEREAS the Licensor has granted approval to the Licensee to realign and extend the existing trail on to the Parking Area and to construct and extend the existing trail on a portion of the Licensee’s Lands; subject to the terms and conditions hereafter set out (Trail);

- F. AND WHEREAS the Licensors and the Licensee wish to enter into a license agreement (hereinafter the "Agreement") for the purposes of allowing an asphalt parking lot and trail on the Parking Area, and the extension of the trail system.

NOW THEREFORE in consideration of the mutual covenants and agreements herein, the parties hereto hereby covenant and agree as follows:

1. The recitals herein are true and accurate.
2. The Licensors does hereby grant to the Licensee a license to use the Parking Area for the parking of motor vehicles from 7:00 am to 6:00 pm during regular business times, provided that the provisions of this Agreement are complied with and this Agreement has not been terminated pursuant to section 12 or 13. The Parking Area will remain open for public use all other time, including before and after business time, on weekends and during holidays.
3. The Term shall commence on the last date on which the Licensors and Licensee execute this agreement, and will run for a period of seventeen (17) years, unless terminated earlier pursuant to the provisions of this Agreement, or extended pursuant to section 4 (hereinafter the "Term").
4. The Licensee, if not in default hereunder, shall have the right to extend for five (5) further terms of five (5) years, on the same terms and conditions outlined herein, save and except for the amount of the License Fee which shall be negotiated prior to the commencement of each said extension.
5. The Licensee agrees to pay the Licensors an annual license fee of \$1.00 plus H.S.T. (hereinafter the "License Fee").
6. The Licensee covenants and agrees:
  - (a) to pay the License Fee;
  - (b) to pay all taxes, including any HST, and including business assessment or grant in lieu as may apply to the Parking Area or the License Fee, and any other charges levied against the Parking Area to the intent that the Licensors shall not be responsible for any charges whatsoever during the term of this License Agreement; any such taxes shall be paid to the Licensors at the same time as the License Fee is payable to the Licensors under the terms of this License Agreement or upon demand at such other time or times as the Licensors from time to time determines;
  - (c) to ensure that the Parking Area and Trail, including all realignment and extensions whether on the Licensee Land or Licensors's Land and including all associated removal/replacement of lights, and existing features, are constructed to the satisfaction of the Licensors and maintained in a good and proper state of repair and free from all defects and hazards, and to repair any damage caused thereto by the Licensee's own conduct or that of persons who are permitted by the Licensee to use the Parking Area;
    - I. Inspecting the Parking Area and Trail on a routine basis (Monthly at a minimum) for damages, defects and hazards. Inspections records must be maintained and copies provided to the Licensors at the end of each year or upon request.
    - II. Completing repairs to any noted damages, defects or hazards within a reasonable timeframe for the type and risk of any hazard. All repairs from noted inspections must be completed within 30 days of the inspection.
    - III. Completing maintenance records on any repairs. Maintenance records must be maintained and copies provided to the Licensors at the end of each year or upon request.

- (d) to provide winter control maintenance services on the Parking Area and Trail by;
    - I. Inspecting the Parking Area and Trail on a routine basis (daily at a minimum) during the winter control season (November 1<sup>st</sup> – April 30<sup>th</sup>) of each year. Inspections records must be maintained and copies provided to the Licensor at the end of each year or upon request.
    - II. Reviewing weather reports on a routine basis (daily at a minimum) during the winter control season (November 1<sup>st</sup> – April 30<sup>th</sup>) of each year to ensure a pro-active approach to winter maintenance can be scheduled.
    - III. Removing snow accumulation that exceed 50mm within 4 hours of becoming aware that the accumulation has met that limit; and maintaining the accumulation at less than 50mm during any winter event.
    - IV. Treating any icy conditions (however it may be formed) within 3 hours of becoming aware that the Parking Area or Trail is icy; and continuing to maintain the Parking Area and Trail during any winter event.
  - (e) to indemnify, defend and save harmless the Licensor against all manners of actions, causes of action, claims, demands, losses, costs, damages and expenses of whatever kind or nature that may be suffered by or occasioned to the Licensor in any manner whatsoever, by reason of existence or as a result of the use of the Parking Area;
  - (f) to protect the survey monuments describing the Lands and ensure at its own expense that all such survey monuments are properly in place upon the termination of this License Agreement;
  - (g) not to assign or transfer, without the prior written consent of the Licensor, and to pay the Licensor's reasonable expenses incurred thereby;
  - (h) not to erect or place any advertising signs upon the Lands; and
  - (i) to pay the Licensor's administration fee, together with taxes thereon, at the time of execution of this License Agreement by the Licensee and any applicable administration fees upon each renewal hereafter.
7. The Licensee shall obtain and maintain throughout the term of this Agreement and any extension, the following insurance coverage:
- (a) Comprehensive General Liability Insurance insuring all operations within or in relation to this Agreement, including the use and/or maintenance of the Parking Area or Trail, to a limit of not less than FIVE MILLION DOLLARS (\$5,000,000) per occurrence and in the aggregate. The policy will be extended to include:
    - (i) bodily injury, death and property damage;
    - (ii) personal and advertising injury;
    - (iii) products and completed operations;
    - (iv) blanket contractual;
    - (v) severability of interest;
    - (vi) cross liability clause;
    - (vii) broad form property damage;
    - (viii) premises and operations; and
    - (ix) non-owned Automobile to a limit of not less than TWO MILLION DOLLARS (\$2,000,000).

The policy shall be endorsed to include The Corporation of Haldimand County as an additional insured and shall contain an undertaking by the insurers to notify the Licensor in writing not less than thirty (30) days before any material change in risk or cancellation of coverage.

- (b) All policies of insurance shall:
- (i) be written with an insurer licensed to do business in Ontario; and
  - (ii) be non-contributing with, and will apply only as primary and not excess to any other insurance or self-insurance available to the Licensor.
- (c) Certificates of insurance originally signed by authorized insurance representatives shall be delivered to the Licensor upon execution of this Agreement, on a form of Certificate of Insurance which is acceptable to the Licensor. All subsequent policy renewals and certificates of insurance thereafter, during the time that this Agreement is in force, shall be forwarded to the Licensor within fifteen (15) days of their renewal date.
8. The Licensee agrees not to hold the Licensor responsible in any way for any loss, accident, damage or injury to persons or persons on the Parking Area resulting from the use of the Parking Area by the Licensee. This provision shall survive the termination of this License Agreement with respect to any act or omission that occurred during the Term of this License Agreement.
  9. The Licensee agrees that the Licensor shall not be responsible for providing any supervision, protection or services for the Parking Area or for keeping unauthorized persons from the Parking Area or for removing vehicles or unauthorized persons from the Parking Area.
  10. The Licensee further agrees that the Parking Area shall be used solely for the parking of motor vehicles as identified in section 2, and that all such vehicles and their contents at any time upon the Parking Area shall be at the sole risk of the Licensee, and the Licensor shall not be liable for any loss or damage thereto.
  11. The permission granted is a right in the nature of a license only and does not give the Licensee any proprietary or other interest in the Parking Area and the Licensee hereby acknowledges and agrees that any right to the use of the Parking Area is herein described solely as a result of the License and limited to the terms and conditions hereof.
  12. Any notice, request or demand herein provided for or given hereunder shall be sufficiently given if delivered personally or by prepaid registered mail to the addresses provided for below during normal business hours, or sent by facsimile transmission to the numbers shown below:
    - a. if made to the Licensor:
 

The Corporation of Haldimand County  
45 Munsee Street  
Cayuga, Ontario  
N0A 1E0

Attention: Manager of Support Services
    - b. if made to the Licensee:
 

2494134 ONTARIO INC.  
Attention: \_\_\_\_\_
  13. Either party shall have the right at any time to terminate this License Agreement upon giving at least three (3) months' written notice to the other party.
  14. The Licensor may terminate this License Agreement upon notice to the Licensee in the event:

- a. any License Fee due is not paid within thirty (30) days after notice in writing from the Licensors to the Licensee; or
  - b. the Licensee has breached any of its obligations in this License Agreement and fails to remedy such breach or fails to commence to remedy such breach within five (5) days of notice in writing from the Licensors.
15. Upon termination of this License Agreement, the Licensee shall cease using, or permitting to be used, any portion of the Parking Area for the purposes authorized and shall not make any claim against the Licensors with respect to such termination. The Licensee shall, at its own expense, replace and restore the Parking Area to a safe and proper condition to the satisfaction of the Licensors.
16. This License Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

**THE CORPORATION OF HALDIMAND COUNTY**

Per: \_\_\_\_\_

Name: Ken Hewitt  
Title: Mayor

Per: \_\_\_\_\_

Name: Evelyn Eichenbaum  
Title: Clerk

We have authority to bind the Corporation.

**2494134 ONTARIO INC.**

Per: \_\_\_\_\_

Name:  
Title:

Per: \_\_\_\_\_

Name:  
Title:

We have the authority to bind the Corporation.

SCHEDULE “A”  
THE PARKING AREA

