

Rental Unit:
Lease ID:
File ID:
Revision 1

A74684, A74677
M71063
SB 021

Land ID:
Property Code:
Region:

P71208, P71209
N71207
Land

LICENSE ASSIGNMENT AND EXTENSION AGREEMENT

THIS AGREEMENT made in quadruplicate as of 5th day of August, 2011.

BETWEEN:

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

(the "Licensor")

- and -

**GRAND RIVER CONSERVATION AUTHORITY
P.O. BOX 729
CAMBRIDGE, ONTARIO N1R 5W6**

(the "Licensee" and "Assignor")

- and -

**THE CORPORATION OF THE COUNTY OF BRANT
66 GRAND RIVER STREET NORTH
PARIS, ON N3L 2M2**

(the "New Licensee" and "Assignee")

WHEREAS:

By Order-in-Council No. 1487/2005, approved and ordered September 21, 2005, all of the powers and duties of the Chair relating to real property matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Public Infrastructure Renewal (the "MPIR").

By Order-in-Council No. 1617/2008, approved and ordered September 17, 2008, all the powers and duties of the Minister of Public Infrastructure Renewal ("MPIR") relating to real property matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Energy and Infrastructure ("MEI").

By Order-in-Council No. 1320/2010, approved and ordered September 15, 2010, all the powers and duties of the Minister of Energy and Infrastructure ("MEI") relating to real property matters of the Government of Ontario pursuant to the *Ministry of Government Services Act*, R.S.O. 1990, c.M.25, as amended, were transferred and assigned to the Minister of Infrastructure (the "Minister").

Ontario Infrastructure and Lands Corporation ("OILC") has been delegated the Minister's authorities and responsibilities with respect to real property in the name of the Minister subject to certain conditions by Delegation of Authority of Ontario Infrastructure and Lands Corporation under the *Ministry of Infrastructure Act*, 2011 dated June 6, 2011.

INITIALS		
LICENSOR	LICENSEE/ ASSIGNOR	ASSIGNEE

- A. By a License of Occupation dated November 28, 2001 (the "License"), the Licensor, Her Majesty the Queen in right of Ontario as represented by the Chair of the Management Board of Cabinet, licensed to the Licensee, Part of the former Lake Erie & Northern Railway, Simcoe to Brantford right-of-way, extending from the southerly Brant County line, north to the City of Brantford as more particularly described on Schedule A and Schedule B attached thereto (the "Licensed Lands") for a Term of ten (10) years commencing on November 29, 2001 and expiring on November 28, 2011 (the "Term"), in addition to other terms and conditions as set out therein.
- B. The Licensor and the Licensee have agreed to assign, amend and extend the License as hereinafter provided.
- C. The License, as assigned, amended and extended herein, is hereinafter collectively referred to as the "License", except as specifically set out herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises hereinafter set forth and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. CONFIRMATION OF RECITALS

The parties hereto confirm that the foregoing recitals are true in substance and in fact.

2. ASSIGNMENT OF THE LICENSE

- (a) The Licensee, Grand River Conservation Authority (the "Assignor") has requested and the Licensor has agreed to assign the License to the County of Brant, (the "New Licensee" and "Assignee") c/o Kathy Ballantyne, Parks and Facilities Manager effective July 1, 2011.
- (b) The Licensee/Assignor acknowledges and agrees that they will be fully responsible for all term and conditions of the License should the New Licensee/Assignee default on the Licence during the current term and any Extension Term.
- (c) Address for notice for the New Licensee/Assignee is as follows:

County of Brant
 66 Grand River St. N.
 Paris, ON N3L 2M2

 Phone - 519-442-6324
 Fax - 519-442-3461

3. EXTENSION OF LICENSE

The parties hereto agree that:

- (a) The License is hereby extended for the "Extension Term"
- (b) The "Extension Term" shall commence on November 29, 2011 and expire on November 30, 2021.

4. RENT FOR THE "EXTENSION TERM"

The License Fee payable for the "Extension Term" shall be \$200.00 plus HST (13%) of \$26.00 for a total of \$226.00, as per Schedule "B" attached hereto with the License Fee due and payable when this document is returned for Licensor execution.

INITIALS		
LICENSOR	LICENSEE/ ASSIGNOR	ASSIGNEE

5. AMENDMENT OF LICENSE

The License is hereby amended as follows:

- (a) The following is added to **Section 7) Permitted Uses:**

The Licensee has the right to limit the permitted uses within any specific area for reasons of maintenance or safety as long as they do not conflict with any concurrent agreements in place at the time of this renewal.

The concurrent agreements are detailed in Schedule “C” attached hereto. Schedule “C” hereby forms part of the License.

- (b) The following is added to **Section 15) Maintenance and Repairs by the Licensee:**

To clarify, “structures” in this context includes drainage ditches and culverts and the Licensee is clearly responsible for clearing any blocked drains and maintaining any culverts that are owned by the crown within the Licensed Lands.

- (c) Address for notice for the Licensor is hereby updated as follows:

Ontario Infrastructure and Lands Corporation
c/o Del Management Solutions Inc.
310 Highway #7, Green River
Locust Hill, ON L0H 1J0

Phone: 905-472-7300
Fax: 905-472-2784

6. GENERAL

- (a) The Licensor and the Licensee/Assignor and the New Licensee/Assignee hereby mutually covenant and agree that during the “Extension Term” they shall perform and observe all of the covenants, provisos and obligations on their respective parts to be performed pursuant to the terms of the License.
- (b) The Licensor and the Licensee/Assignor and the New Licensee/Assignee acknowledge that there shall be no further right to extend Term of the License beyond the “Extension Term” of this License Extension Agreement”.
- (c) The License shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the express restrictions contained therein.
- (d) Capitalized expressions used herein, unless separately defined herein, have the same meaning as defined in the License, as amended and extended.
- (e) The provisions of this License Extension Agreement shall be interpreted and governed by the laws of the Province of Ontario.

INITIALS		
LICENSOR	LICENSEE/ ASSIGNOR	ASSIGNEE

EXECUTED BY the Licensee/Assignor on this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of:

GRAND RIVER CONSERVATION AUTHORITY
(the "Licensee" and "Assignor")

Per: _____

Name:

Title:

Authorized Signing Officer

I have the authority to bind the corporation

Witness Signature

Print Witness Name

EXECUTED BY the New Licensee/Assignee on this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of:

THE CORPORATION OF THE COUNTY OF BRANT
(the "New Licensee" and "Assignee")

Per: _____

R. E. F. EDDY

Mayor

Per: _____

JANE CARMAN

Clerk

We have the authority to bind the corporation

EXECUTED BY the Licensor on this _____ day of _____, 2011.

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

Per: _____

JOCELYNE NEWTON

General Manager, South Region

Ontario Infrastructure and Lands Corporation

Authorized Signing Officer

SCHEDULE "B"

NOVEMBER 29, 2011 TO NOVEMBER 30, 2021

\$200.00 plus HST of \$26.00 for a total of \$226.00 for the Extension Term.

TOTAL RENT DUE NOVEMBER 29, 2011 **\$226.00**

INITIALS		
LICENSOR	LICENSEE/ ASSIGNOR	ASSIGNEE

SCHEDULE "C"

Per Section 5 a) the following concurrent agreements are in place at the time of this License renewal:

- M74086 Hydome Farms Limited, expiry June 30, 2015.

 (Lease for land adjacent to rail bed for farming and with right of way access from Ellis Avenue to Burtch Road.)
- M72572 John Pajor and Jennie Pajor, expiry June 30, 2015

 (Pipe crossing at Mileage 29.46)
- M72573 John Pajor and Jennie Pajor, expiry July 31, 2015

 (Pipe crossing at Mileage 29.6)
- M72949 Empire Pleasantview Communities Limited, expiry April 30, 2015

 (16 ft farm crossing at Mileage 29.5)

INITIALS		
LICENSOR	LICENSEE/ ASSIGNOR	ASSIGNEE