

**THE CORPORATION OF THE
TOWNSHIP OF EDWARDSBURGH/CARDINAL**

BY-LAW NO. 2016-64

**"A BY-LAW TO AUTHORIZE THE MAYOR AND CLERK TO EXECUTIVE A
LICENCE AGREEMENT WITH ONTARIO POWER GENERATION INC."**

WHEREAS the Municipal Act 2001, SO 2001, Chapter 25, Section 9 gives the municipality the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this act;

AND WHEREAS the Municipal Act 2001, Chapter 25, Section 8(1) states that the Act shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Municipal Act 2001, Chapter 25, Section 8 (2) states that in the event of ambiguity in whether or not a municipality has the authority under this or any other Act to pass a by-law, the ambiguity shall be resolved so as to include, rather than exclude, powers the municipality has on the day before this Act came into force;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it desirable to enter into a licence agreement with Ontario Power Generation Inc for the use of the waterfront lands adjacent to Part Lot 3, Concession 1, Township of Edwardsburgh/Cardinal;

AND WHEREAS the Council of the Corporation of the Township of Edwardsburgh/Cardinal deems it desirable to enter into a licence agreement with Ontario Power Generation Inc for the use of the waterfront lands adjacent to Part Lots 10 and 11, Concession 1, Township of Edwardsburgh/Cardinal;

NOW THEREFORE the Council of the Corporation of the Township of Edwardsburgh/Cardinal enacts as follows:

1. The Mayor and Clerk are hereby authorized to execute the documents attached hereto as follows:
 - a) Schedule "A" – Licence Agreement for waterfront lands adjacent to Part Lot 3, Concession 1, Township of Edwardsburgh/Cardinal
 - b) Schedule "B" – Licence Agreement for waterfront lands adjacent to Part Lots 10 and 11, Concession 1, Township of Edwardsburgh/Cardinal
2. That Schedule "A" and Schedule "B" attached hereto shall form part of this by-law.
3. That this by-law shall come into force and take effect upon date of passing.

Read a first and second time in open Council this 26th day of September, 2016.

Read a third and final time, passed, signed and sealed in open Council this 26th day of September, 2016.

Mayor

D. Clerk

<i>Plant Name:</i>	R H Saunders GS
<i>OPGI File No:</i>	632.1-1076 EDWARDSBURGH
<i>OPG Assessment #</i>	0701000010132140000
<i>OPGI Lands Legal Description</i>	Pt Lot 3, Con 1

Box 1	<i>Date of Licence</i>	2016/08/17
2	<i>Licensor</i>	ONTARIO POWER GENERATION INC., a corporation incorporated under the Business Corporations Act (Ontario)
3	<i>Licensee</i>	Corp of the Twp. of Edwardsburg/Cardinal 4029
4	<i>Licensee Mailing Address</i>	18 Centre Street P.O.Box 129 Spencerville ON K0E 1X0
5	<i>Licensee Tel. No</i>	613-658-3055
6	<i>Adjoining Lands Assessment Roll No.</i>	0701701010049240000
7	<i>Adjoining Lands Legal Description</i>	069.0843
8	<i>Term of Licence - Date Commenced and Expiry</i>	60 month(s) From 2016/09/08 to 2021/09/07
9	<i>Pin Number</i>	681520622
10	<i>Licence Fee and Charges</i>	Licence Fee - CDN\$2.00.
11	<i>Use of the Land</i>	<p>a) The Licensee agrees that it will only use the Land (as defined below) for the purposes expressly permitted in Clause 1(a) of the Licence and that any such use will be subject to the Licensee's compliance with Clause 4 including, without limitation, the Licensee obtaining all permits, permissions and approvals necessary to satisfy Clause 4. The Licensee shall not, and will ensure that its activities and the activities of any person or entity permitted by the Licensee to enter the Land will not, interfere in any way with or cause damage to the Land or the operations of, or any works of, the Licensor now existing or hereafter constructed at or near the Land. The Licensee covenants and agrees that any use other than those expressly contained in this Licence must be approved in writing by the Licensor.</p> <p>b) The erection and installation of any structure requires the prior written approval of the Licensor. Upon the expiry or earlier termination of this Licence, including termination as a result of the sale of the Licensee's Adjoining Lands (as defined below), the Licensee will remove from the Land all such structures together with all other Existing Structures (as defined below) unless requested otherwise by the Licensor.</p> <p>c) Prior to the erection, installation, and maintenance of any portable dock (pipe or floating) on the Land, the Licensee will notify the Licensor in writing and obtain the approval of the Licensor in addition to approvals from the Transport Canada, the Ministry of Natural Resources and the Department of Fisheries and Oceans (or their designated agents).</p> <p>d) The Licensee will not alter or remove any existing structure on the Land without the prior written approval of the Licensor.</p> <p>e) Upon the expiry or earlier termination of this Licence, including termination as a result of the sale of the Licensee's Adjoining Lands (as defined below), the Licensee will, at the request of the Licensor, and at the Licensee's own expense, restore the Land to a condition satisfactory to the Licensor, acting reasonably.</p> <p>f) The Licensee will comply with the restrictions in Schedule "B" titled "Specific Restrictions to Uses and Activities".</p>
12	<i>Declaration of existing structures belonging to the Licensee ("Existing Structures")</i>	

WHEREAS the Licensee wishes to enter upon certain lands of the Licensor, as shown shaded grey on the sketch attached hereto as "Schedule A" (the "Land");

WHEREAS the property adjoining the Land (the "Adjoining Lands") is shown outlined in black on Schedule "A"; and

WHEREAS the Licensor has agreed to grant a licence (the "Licence") to the Licensee to enter onto and to pass and repossess over the Land and to use the Land, subject to the terms and conditions of this Licence during the Term.

NOW THEREFORE, IN CONSIDERATION of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), and the mutual covenants, terms and conditions contained herein, the parties hereto do agree as follows:

CLAUSES

1. PERMISSIONS GRANTED

- (a) The Licensor hereby grants to the Licensee, subject to the terms and conditions of this Licence and the rights of the Licensor contained herein, a non-exclusive licence to permit the Licensee and its invitees, to enter upon and to pass and repossess over the Land for personal and passive recreational use only in conjunction with the Adjoining Lands.
- (b) This Licence is granted only for the duration of the Term (as defined below) and only for the purposes and uses stated herein.
- (c) The Licensor has the right to grant one or more licences on the Land to any federal, provincial or municipal governmental authorities, agencies, departments or organizations, to public agencies and to utilities (including Hydro One Networks Inc.), and to each of their subsidiary and affiliated corporations, successors and assigns.

2. TERM OF LICENCE

The term of this Licence (the "Term") will commence and will terminate as described in Box 8 on Page 1, unless terminated at an earlier date in accordance with the terms of this Licence or otherwise extended by mutual agreement in writing by the parties.

3. LICENCE FEE AND CHARGES

- (a) The Licensee will pay the Licensor a fee of CDN\$2.00, the receipt and sufficiency of which has been acknowledged.
- (b) The Licensee hereby assumes the liability for and shall pay as they become due, all taxes, rates and assessments of every kind whatsoever or any amounts in lieu thereof, that may be imposed by reason of the Licence granted herein, and will at all times indemnify the Licensor and its successors and assigns and all persons acting on it or their behalf, from and against all such taxes, rates and assessments or amounts in lieu thereof.

4. COMPLIANCE

The Licensee will comply at all times with all applicable federal, provincial and municipal laws, codes, by-laws, rules and regulations and all instructions and orders of the Licensor, as well as orders, directives and instructions of every governmental or other competent authority having jurisdiction with respect to the use of the Land and occupation of the Land, and upon request, proof of such compliance will be provided to the Licensor.

5. WASTE AND NUISANCE

The Licensee shall not commit or suffer any nuisance, waste or injury to the Land, and shall not use or permit to be used any part of the Land in any dangerous, noxious or offensive manner and shall not cause or permit any nuisance in, at, or on the Land which is offensive or an annoyance to the Licensor, other adjoining owners, or the community.

6. TERMINATION

- (a) The parties agree that this Licence shall automatically, without further action of either party, terminate upon the transfer or sale of the Licensee's Adjoining Lands.
- (b) In the event that the Licensee is in default of any of the terms and conditions of this Licence, the Licensors may provide the Licensee with written notice of the default. If the Licensee fails to cure such default within a period of fifteen (15) calendar days of receipt of the notice, the Licensors may, without further notice and without prejudice to any other rights and remedies it may have, forthwith terminate this Licence. In the event of such termination, the Licensors will have the right to remove any structures, vehicles, equipment, machinery, supplies, chattels or other materials and to restore the Land to its original condition and to recover from the Licensee all costs associated therewith. If the Licensors, at its sole discretion, deems that additional time is required to cure such default, a reasonable amount of time may be extended to the Licensee to cure such default as determined by the Licensors.
- (c) The Licensors will have the right, without invalidating this Agreement, to suspend this Licence for such reasonable period of time as the Licensors may require for safety, security or emergency operational purposes, by giving the Licensee twenty-four (24) hours notice in writing if practicable. The Licensors will not be liable to the Licensee for any damages or loss occasioned thereby.
- (d) This Licence may be cancelled by either party at any time, by giving thirty (30) calendar days notice in writing.

7. NOTICE

Every notice required or permitted under this Licence must be in writing and may be delivered in person, by courier or by fax to the applicable party, as follows:

If to the Licensors,	If to the Licensee,
Ontario Power Generation Inc. 700 University Avenue, H18E8 Toronto, Ontario, M5G 1X6 Attention: Manager, Real Estate Services Fax: 416.592.8115	Licensee's name and mailing address as shown in Boxes 3 and 4 on Page 1.

or to any other address, fax number or individual that a party designates by notice. Any notice under this Licence, if delivered personally or by courier will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. on a business day will be deemed to have been delivered on that business day and if delivered by fax after 3:00 p.m. on a business day or on a day which is not a business day will be deemed to be delivered on the next business day.

8. RELEASE AND INDEMNITY

The Licensee shall assume all liability and obligation for any and all loss, damage or injury (including death), by reason of fire, accident or otherwise, to all persons or property, howsoever arising, as a result of or connected in any way with the Licensee's use and occupation of the Land or that would not have occurred but for the granting of this Licence; and in consideration of the rights and privileges granted herein, the Licensee does hereby release and forever discharge the Licensors, its subsidiary and affiliated corporations, successors and assigns and all persons acting on its or their behalf, from all claims, actions, demands or other proceedings in respect thereof; and in further consideration of the same, the Licensee hereby agrees to indemnify the Licensors, its subsidiaries, its successors and assigns and all persons acting on its or their behalf, from and against all such claims, actions, demands or other proceedings and all expenses and costs occasioned thereby, including all claims occasioned by the negligence of the Licensors, its successors and assigns and/or all persons acting on its behalf.

9. INSURANCE

The Licensee shall obtain and maintain throughout the term of this Agreement, general liability insurance which shall include coverage for bodily injury (including death) and property damage, including loss of use thereof, with respect to the use and occupation of the Lands by the Licensee, its employees (if applicable), representatives and invitees permitted by the Licensee to use the Lands, with a limit for one occurrence or claim of not less than **CDN\$1,000,000**. The Licensee shall provide evidence of such insurance to the Licensors upon request.

10. ENTIRE LICENCE

This Licence, including the schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal. In the event of any conflict between the terms of this Licence and the attached schedules, the former shall prevail.

11. NON-ASSIGNMENT

- (a) This Licence is personal to the Licensee listed in Box 3 on Page 1 and may not be assigned or transferred by the Licensee, in whole or in part without the express written consent of the Licensor and such consent may be unreasonably or arbitrarily withheld.
- (b) This Licence will enure to the benefit of the Licensor's successors and assigns.

12. LICENSEE'S ACKNOWLEDGMENTS

- (a) The Licensee acknowledges that this Licence does not create an interest in the Land nor does the Licensee claim any past or present interest, howsoever arising, as a result of or connected in any way with the use and occupation of the Land. In consideration of the rights and privileges granted herein, the Licensee does hereby release and revoke any claim against the Land against the Licensor, its subsidiary corporations, successors and assigns. The Licensee acknowledges and covenants that no buildings, improvements, works, or appurtenances of any kind whatsoever are located on the Land, save and except as listed in Box 12 on Page 1 of this Licence. The Licensee further declares that there are no habitable buildings, structures or improvements on the Land.
- (b) The Licensee acknowledges that the security and safety of the Licensor's lands and facilities, and compliance with all applicable laws, are of paramount importance and therefore any decisions to be made or consents to be granted by the Licensor pursuant to this Licence are subordinate to these considerations.

13. MAINTENANCE

- (a) The Licensee agrees that the planting, cutting and removal of any trees, bushes, hedges, shrubs or similar vegetation (collectively, "**Vegetation**") on the Land require the prior written consent of the Licensor. The Licensee further agrees to maintain the Land to a standard as would a reasonable and prudent owner of land of a similar size and nature by:
 - i) cutting the grass and gardening consistent with applicable community standards, provided garden vegetation is maintained below two (2) feet in height; OR,
 - ii) maintaining the Land in the wild and natural state of vegetation indigenous to the area.
- (b) The Licensee acknowledges that the Licensor is not obligated to remove any Vegetation from the Land, including without limitation trees that are dead, fallen, structurally hazardous, or no longer viable to maintain in a healthy and safe condition (collectively, "**Dead Trees**"). The Licensee may remove Vegetation, including without limitation Dead Trees, from the Land at the Licensee's sole risk and expense. The Licensor requires that the removal of Dead Trees be undertaken and completed by a licensed arboriculturalist qualified to conduct the work in a professional and workmanlike manner. The Licensor assumes no liability for any damages or injury that may occur during, as a result of, or in connection with the removal of Vegetation, including without limitation the Dead Tree removal, undertaken by the Licensee or its contractor on the Land.
- (c) The Licensee agrees not to perform any uses or activities on the Land that may interfere with the Licensor, its operations, or its works.

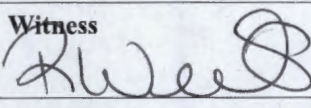
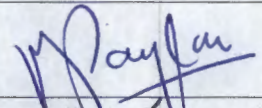
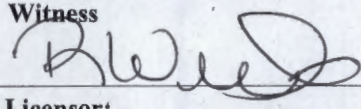
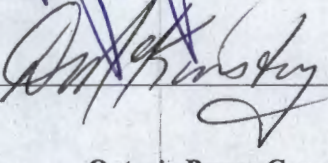
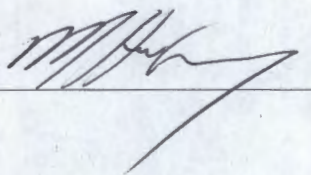
14. INSPECTION

The Licensor reserves the right to inspect the Land at any time during the term of this Licence to ensure that the Land is being used in accordance with the terms and conditions herein. The Licensee hereby grants the Licensor the right to enter onto and pass and repass over the Adjoining Lands at any time and from time to time during the Term for said inspection purpose, provided that the Licensee is the owner and/or occupier of the Adjoining Lands. The Licensor will provide the Licensee with reasonable notice, if practicable, prior to entering onto the Adjoining Lands for said inspection purposes.

15. SURVIVAL

The Licensee agrees that the Licensee's obligation to remove from the Land all structures and Existing Structures as directed in Box 11 b) on page 1 of the Licence, to restore the Land as directed in Box 11 e) on page 1 of the Licence, and to comply with the terms of Clause 8, Release and Indemnity, shall survive the termination of this Licence notwithstanding any provisions of this Licence to the contrary.

I HEREBY ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF, AND HAVE READ, THE TERMS AND CONDITIONS OF THIS LICENCE, INCLUDING WITHOUT LIMITATION, SCHEDULE B, WHICH SETS OUT THE LEGAL RIGHTS AND OBLIGATIONS OF THE PARTIES .

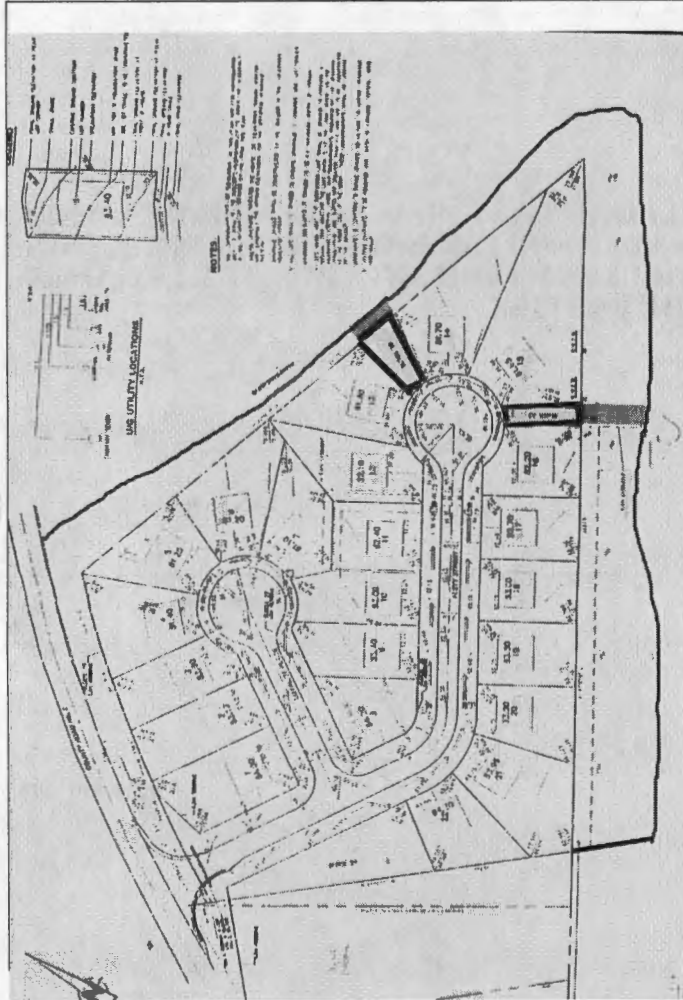
Dated this <u>24</u> day of <u>September</u> 20 <u>16</u>	
Witness 	Licensee 
Witness 	Licensee 
Licensor:  <div style="text-align: right;"> Ontario Power Generation Inc. I have authority to bind the corporation </div>	

SCHEDULE "A"

(Sketch of the Licensed Land and the Licensee's Adjoining Land)

Assessment Roll Number: 0701701010049240000

Legal Description of the Licensee's Adjoining Land: Pt Lot 3, Con 1



SCHEDULE "B"

(Specific Restrictions to Uses and Activities)

The Licensee shall not:

1. Dredge, back-fill, grade the Land or alter the Land in any fashion without the Licensor's written consent.
2. Make any changes to the existing shoreline or install shoreline protection (erosion control works) without the Licensor's written consent and the required approvals from Transport Canada (Navigable Waters), the Ministry of Natural Resources and the Department of Fisheries and Oceans (or their designated agents).
3. Store any material, items or chattels, including but not limited to vehicles, trailers, campers, aircraft, boats, canoes, racks, sheds, mobile homes, firewood or picnic tables on the Land.
4. Plant trees, hedges, shrubs or similar vegetation without the Licensor's written consent as set out in Clause 13.
5. Cut or remove trees, hedges, shrubs or similar vegetation without the written consent of the Licensor.
6. Camp or allow overnight camping on the Land.
7. Erect or install any dock on the Land except as set out in Box 11 on Page 1 of the Licence.
8. Erect or install any temporary or permanent structure on the Land without the Licensor's written consent.
9. Install, permit or cause to be installed on, under, through or over the Lands any wires, cables or related equipment for the transmission or distribution of electricity.

In the event of breach or non-observance by the Licensee of any of the foregoing restrictions, the Licensor, at its sole discretion, shall be entitled to enter upon the Lands and Adjoining Lands and perform such work as is necessary so as to cure such breach or non-observance, all without compensation to the Licensee for any damage or loss caused thereby, and in addition shall be entitled to recover from the Licensee all costs associated therewith. The Licensor, at its sole discretion reserves the right to add, delete, change or otherwise amend any of the above restrictions from time to time upon written notice to the Licensee.

<i>Plant Name:</i>	R H Saunders GS
<i>OPGI File No:</i>	632.1-1061 EDWARDSBURGH
<i>OPG Assessment #</i>	0701000010105000000
<i>OPGI Lands Legal Description</i>	EDWARDSBURGH: Pt LtS 10&11,C1

Box 1	<i>Date of Licence</i>	2016/08/17
2	<i>Licensor</i>	ONTARIO POWER GENERATION INC., a corporation incorporated under the Business Corporations Act (Ontario)
3	<i>Licensee</i>	Corp. of the Twp of Edwardsburg/Cardinal 4920
4	<i>Licensee Mailing Address</i>	18 Centre Street P.O.Box 129 Spencerville, ON K0E 1X0
5	<i>Licensee Tel. No</i>	613-658-3055
6	<i>Adjoining Lands Assessment Roll No.</i>	0701000010219000000
7	<i>Adjoining Lands Legal Description</i>	
8	<i>Term of Licence - Date Commenced and Expiry</i>	60 month(s) From 2016/09/08 to 2021/09/07
9	<i>Pin Number</i>	681860096
10	<i>Licence Fee and Charges</i>	Licence Fee - CDN\$2.00.
11	<i>Use of the Land</i>	<p>a) The Licensee agrees that it will only use the Land (as defined below) for the purposes expressly permitted in Clause 1(a) of the Licence and that any such use will be subject to the Licensee's compliance with Clause 4 including, without limitation, the Licensee obtaining all permits, permissions and approvals necessary to satisfy Clause 4. The Licensee shall not, and will ensure that its activities and the activities of any person or entity permitted by the Licensee to enter the Land will not, interfere in any way with or cause damage to the Land or the operations of, or any works of, the Licensor now existing or hereafter constructed at or near the Land. The Licensee covenants and agrees that any use other than those expressly contained in this Licence must be approved in writing by the Licensor.</p> <p>b) The erection and installation of any structure requires the prior written approval of the Licensor. Upon the expiry or earlier termination of this Licence, including termination as a result of the sale of the Licensee's Adjoining Lands (as defined below), the Licensee will remove from the Land all such structures together with all other Existing Structures (as defined below) unless requested otherwise by the Licensor.</p> <p>c) Prior to the erection, installation, and maintenance of any portable dock (pipe or floating) on the Land, the Licensee will notify the Licensor in writing and obtain the approval of the Licensor in addition to approvals from the Transport Canada, the Ministry of Natural Resources and the Department of Fisheries and Oceans (or their designated agents).</p> <p>d) The Licensee will not alter or remove any existing structure on the Land without the prior written approval of the Licensor.</p> <p>e) Upon the expiry or earlier termination of this Licence, including termination as a result of the sale of the Licensee's Adjoining Lands (as defined below), the Licensee will, at the request of the Licensor, and at the Licensee's own expense, restore the Land to a condition satisfactory to the Licensor, acting reasonably.</p> <p>f) The Licensee will comply with the restrictions in Schédule "B" titled "Specific Restrictions to Uses and Activities".</p>
12	<i>Declaration of existing structures belonging to the Licensee ("Existing Structures")</i>	

WHEREAS the Licensee wishes to enter upon certain lands of the Licensor, as shown shaded grey on the sketch attached hereto as "Schedule A" (the "Land");

WHEREAS the property adjoining the Land (the "Adjoining Lands") is shown outlined in black on Schedule "A"; and

WHEREAS the Licensor has agreed to grant a licence (the "Licence") to the Licensee to enter onto and to pass and repass over the Land and to use the Land, subject to the terms and conditions of this Licence during the Term.

NOW THEREFORE, IN CONSIDERATION of the sum of TWO DOLLARS (\$2.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), and the mutual covenants, terms and conditions contained herein, the parties hereto do agree as follows:

CLAUSES

1. PERMISSIONS GRANTED

- (a) The Licensor hereby grants to the Licensee, subject to the terms and conditions of this Licence and the rights of the Licensor contained herein, a non-exclusive licence to permit the Licensee and its invitees, to enter upon and to pass and repass over the Land for personal and passive recreational use only in conjunction with the Adjoining Lands.
- (b) This Licence is granted only for the duration of the Term (as defined below) and only for the purposes and uses stated herein.
- (c) The Licensor has the right to grant one or more licences on the Land to any federal, provincial or municipal governmental authorities, agencies, departments or organizations, to public agencies and to utilities (including Hydro One Networks Inc.), and to each of their subsidiary and affiliated corporations, successors and assigns.

2. TERM OF LICENCE

The term of this Licence (the "Term") will commence and will terminate as described in Box 8 on Page 1, unless terminated at an earlier date in accordance with the terms of this Licence or otherwise extended by mutual agreement in writing by the parties.

3. LICENCE FEE AND CHARGES

- (a) The Licensee will pay the Licensor a fee of CDN\$2.00, the receipt and sufficiency of which has been acknowledged.
- (b) The Licensee hereby assumes the liability for and shall pay as they become due, all taxes, rates and assessments of every kind whatsoever or any amounts in lieu thereof, that may be imposed by reason of the Licence granted herein, and will at all times indemnify the Licensor and its successors and assigns and all persons acting on it or their behalf, from and against all such taxes, rates and assessments or amounts in lieu thereof.

4. COMPLIANCE

The Licensee will comply at all times with all applicable federal, provincial and municipal laws, codes, by-laws, rules and regulations and all instructions and orders of the Licensor, as well as orders, directives and instructions of every governmental or other competent authority having jurisdiction with respect to the use of the Land and occupation of the Land, and upon request, proof of such compliance will be provided to the Licensor.

5. WASTE AND NUISANCE

The Licensee shall not commit or suffer any nuisance, waste or injury to the Land, and shall not use or permit to be used any part of the Land in any dangerous, noxious or offensive manner and shall not cause or permit any nuisance in, at, or on the Land which is offensive or an annoyance to the Licensor, other adjoining owners, or the community.

6. TERMINATION

- (a) The parties agree that this Licence shall automatically, without further action of either party, terminate upon the transfer or sale of the Licensee's Adjoining Lands.
- (b) In the event that the Licensee is in default of any of the terms and conditions of this Licence, the Licensors may provide the Licensee with written notice of the default. If the Licensee fails to cure such default within a period of fifteen (15) calendar days of receipt of the notice, the Licensors may, without further notice and without prejudice to any other rights and remedies it may have, forthwith terminate this Licence. In the event of such termination, the Licensors will have the right to remove any structures, vehicles, equipment, machinery, supplies, chattels or other materials and to restore the Land to its original condition and to recover from the Licensee all costs associated therewith. If the Licensors, at its sole discretion, deems that additional time is required to cure such default, a reasonable amount of time may be extended to the Licensee to cure such default as determined by the Licensors.
- (c) The Licensors will have the right, without invalidating this Agreement, to suspend this Licence for such reasonable period of time as the Licensors may require for safety, security or emergency operational purposes, by giving the Licensee twenty-four (24) hours notice in writing if practicable. The Licensors will not be liable to the Licensee for any damages or loss occasioned thereby.
- (d) This Licence may be cancelled by either party at any time, by giving thirty (30) calendar days notice in writing.

7. NOTICE

Every notice required or permitted under this Licence must be in writing and may be delivered in person, by courier or by fax to the applicable party, as follows:

If to the Licensors,	If to the Licensee,
Ontario Power Generation Inc. 700 University Avenue, H18E8 Toronto, Ontario, M5G 1X6 Attention: Manager, Real Estate Services Fax: 416.592.8115	Licensee's name and mailing address as shown in Boxes 3 and 4 on Page 1.

or to any other address, fax number or individual that a party designates by notice. Any notice under this Licence, if delivered personally or by courier will be deemed to have been given when actually received, if delivered by fax before 3:00 p.m. on a business day will be deemed to have been delivered on that business day and if delivered by fax after 3:00 p.m. on a business day or on a day which is not a business day will be deemed to be delivered on the next business day.

8. RELEASE AND INDEMNITY

The Licensee shall assume all liability and obligation for any and all loss, damage or injury (including death), by reason of fire, accident or otherwise, to all persons or property, howsoever arising, as a result of or connected in any way with the Licensee's use and occupation of the Land or that would not have occurred but for the granting of this Licence; and in consideration of the rights and privileges granted herein, the Licensee does hereby release and forever discharge the Licensors, its subsidiary and affiliated corporations, successors and assigns and all persons acting on its or their behalf, from all claims, actions, demands or other proceedings in respect thereof; and in further consideration of the same, the Licensee hereby agrees to indemnify the Licensors, its subsidiaries, its successors and assigns and all persons acting on its or their behalf, from and against all such claims, actions, demands or other proceedings and all expenses and costs occasioned thereby, including all claims occasioned by the negligence of the Licensors, its successors and assigns and/or all persons acting on its behalf.

9. INSURANCE

The Licensee shall obtain and maintain throughout the term of this Agreement, general liability insurance which shall include coverage for bodily injury (including death) and property damage, including loss of use thereof, with respect to the use and occupation of the Lands by the Licensee, its employees (if applicable), representatives and invitees permitted by the Licensee to use the Lands, with a limit for one occurrence or claim of not less than **CDN\$1,000,000**. The Licensee shall provide evidence of such insurance to the Licensors upon request.

10. ENTIRE LICENCE

This Licence, including the schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, negotiations, discussions, representations, warranties and understandings, whether written or verbal. In the event of any conflict between the terms of this Licence and the attached schedules, the former shall prevail.

11. NON-ASSIGNMENT

- (a) This Licence is personal to the Licensee listed in Box 3 on Page 1 and may not be assigned or transferred by the Licensee, in whole or in part without the express written consent of the Licensor and such consent may be unreasonably or arbitrarily withheld.
- (b) This Licence will enure to the benefit of the Licensor's successors and assigns.

12. LICENSEE'S ACKNOWLEDGMENTS

- (a) The Licensee acknowledges that this Licence does not create an interest in the Land nor does the Licensee claim any past or present interest, howsoever arising, as a result of or connected in any way with the use and occupation of the Land. In consideration of the rights and privileges granted herein, the Licensee does hereby release and revoke any claim against the Land against the Licensor, its subsidiary corporations, successors and assigns. The Licensee acknowledges and covenants that no buildings, improvements, works, or appurtenances of any kind whatsoever are located on the Land, save and except as listed in Box 12 on Page 1 of this Licence. The Licensee further declares that there are no habitable buildings, structures or improvements on the Land.
- (b) The Licensee acknowledges that the security and safety of the Licensor's lands and facilities, and compliance with all applicable laws, are of paramount importance and therefore any decisions to be made or consents to be granted by the Licensor pursuant to this Licence are subordinate to these considerations.

13. MAINTENANCE

- (a) The Licensee agrees that the planting, cutting and removal of any trees, bushes, hedges, shrubs or similar vegetation (collectively, "**Vegetation**") on the Land require the prior written consent of the Licensor. The Licensee further agrees to maintain the Land to a standard as would a reasonable and prudent owner of land of a similar size and nature by:
 - i) cutting the grass and gardening consistent with applicable community standards, provided garden vegetation is maintained below two (2) feet in height; OR,
 - ii) maintaining the Land in the wild and natural state of vegetation indigenous to the area.
- (b) The Licensee acknowledges that the Licensor is not obligated to remove any Vegetation from the Land, including without limitation trees that are dead, fallen, structurally hazardous, or no longer viable to maintain in a healthy and safe condition (collectively, "**Dead Trees**"). The Licensee may remove Vegetation, including without limitation Dead Trees, from the Land at the Licensee's sole risk and expense. The Licensor requires that the removal of Dead Trees be undertaken and completed by a licensed arboriculturalist qualified to conduct the work in a professional and workmanlike manner. The Licensor assumes no liability for any damages or injury that may occur during, as a result of, or in connection with the removal of Vegetation, including without limitation the Dead Tree removal, undertaken by the Licensee or its contractor on the Land.
- (c) The Licensee agrees not to perform any uses or activities on the Land that may interfere with the Licensor, its operations, or its works.

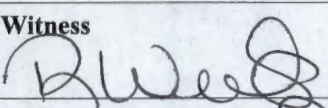
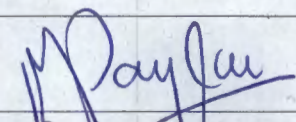
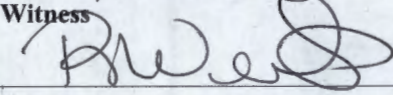
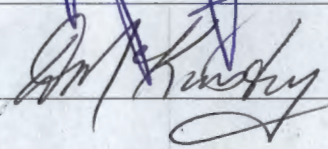

14. INSPECTION

The Licensor reserves the right to inspect the Land at any time during the term of this Licence to ensure that the Land is being used in accordance with the terms and conditions herein. The Licensee hereby grants the Licensor the right to enter onto and pass and repass over the Adjoining Lands at any time and from time to time during the Term for said inspection purpose, provided that the Licensee is the owner and/or occupier of the Adjoining Lands. The Licensor will provide the Licensee with reasonable notice, if practicable, prior to entering onto the Adjoining Lands for said inspection purposes.

15. SURVIVAL

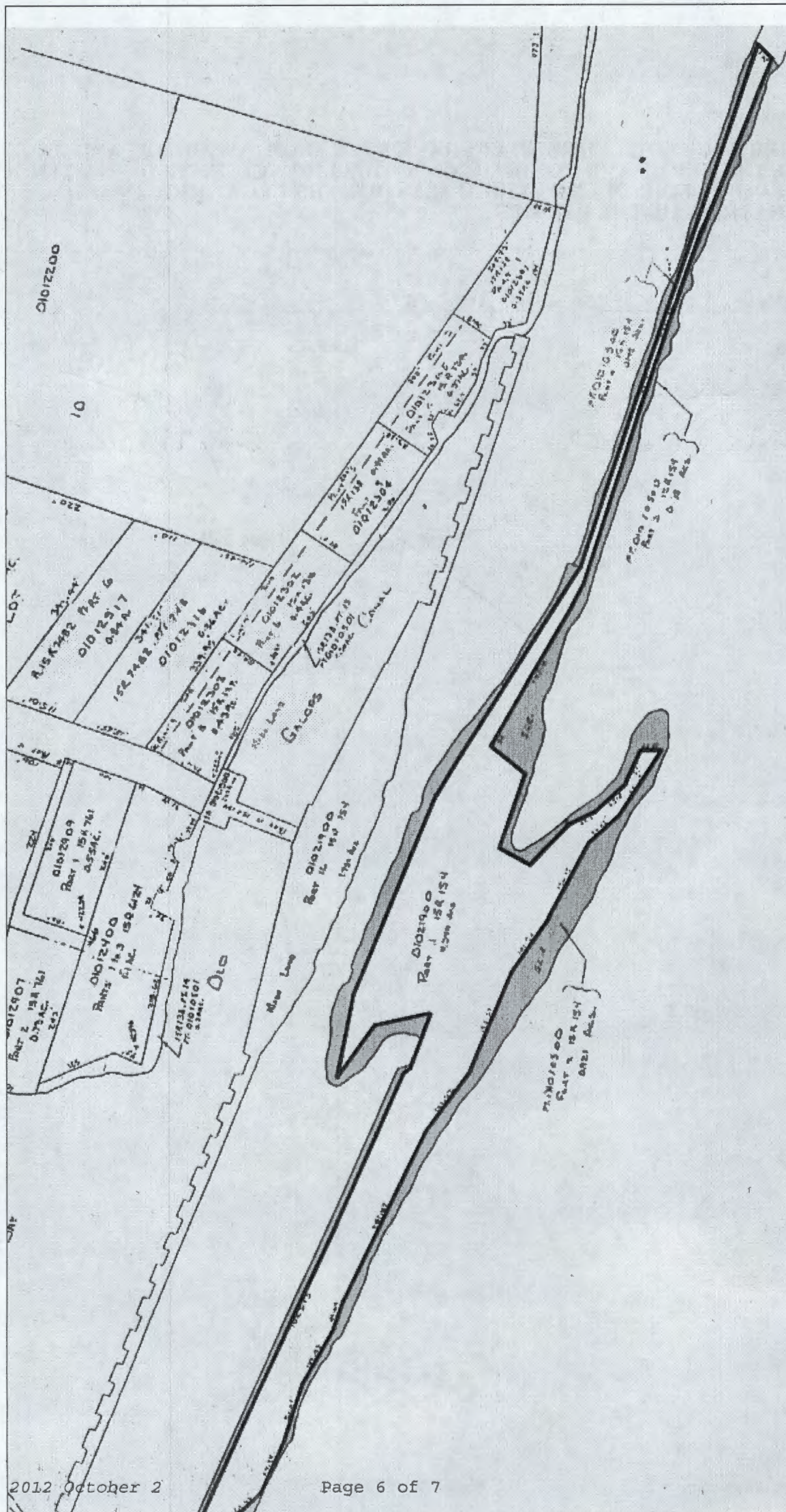
The Licensee agrees that the Licensee's obligation to remove from the Land all structures and Existing Structures as directed in Box 11 b) on page 1 of the Licence, to restore the Land as directed in Box 11 e) on page 1 of the Licence, and to comply with the terms of Clause 8, Release and Indemnity, shall survive the termination of this Licence notwithstanding any provisions of this Licence to the contrary.

I HEREBY ACKNOWLEDGE THAT I HAVE BEEN MADE AWARE OF, AND HAVE READ, THE TERMS AND CONDITIONS OF THIS LICENCE, INCLUDING WITHOUT LIMITATION, SCHEDULE B, WHICH SETS OUT THE LEGAL RIGHTS AND OBLIGATIONS OF THE PARTIES .

Dated this <u>26</u> day of <u>September</u> 20 <u>16</u>	
Witness 	Licensee 
Witness 	Licensee 
Licensor: 	
Ontario Power Generation Inc. I have authority to bind the corporation	

(Sketch of the Licensed Land and the Licensee's Adjoining Land)

Legal Description of the Licensee's Adjoining Land: EDWARDSBURGH: Pt LtS 10&11,C1



SCHEDULE "B"

(Specific Restrictions to Uses and Activities)

The Licensee shall not:

1. Dredge, back-fill, grade the Land or alter the Land in any fashion without the Licensor's written consent.
2. Make any changes to the existing shoreline or install shoreline protection (erosion control works) without the Licensor's written consent and the required approvals from Transport Canada (Navigable Waters), the Ministry of Natural Resources and the Department of Fisheries and Oceans (or their designated agents).
3. Store any material, items or chattels, including but not limited to vehicles, trailers, campers, aircraft, boats, canoes, racks, sheds, mobile homes, firewood or picnic tables on the Land.
4. Plant trees, hedges, shrubs or similar vegetation without the Licensor's written consent as set out in Clause 13.
5. Cut or remove trees, hedges, shrubs or similar vegetation without the written consent of the Licensor.
6. Camp or allow overnight camping on the Land.
7. Erect or install any dock on the Land except as set out in Box 11 on Page 1 of the Licence.
8. Erect or install any temporary or permanent structure on the Land without the Licensor's written consent.
9. Install, permit or cause to be installed on, under, through or over the Lands any wires, cables or related equipment for the transmission or distribution of electricity.

In the event of breach or non-observance by the Licensee of any of the foregoing restrictions, the Licensor, at its sole discretion, shall be entitled to enter upon the Lands and Adjoining Lands and perform such work as is necessary so as to cure such breach or non-observance, all without compensation to the Licensee for any damage or loss caused thereby, and in addition shall be entitled to recover from the Licensee all costs associated therewith. The Licensor, at its sole discretion reserves the right to add, delete, change or otherwise amend any of the above restrictions from time to time upon written notice to the Licensee.