

THIS LICENSE made as of the 24th day of July 2018.

B E T W E E N:

THE CORPORATION OF THE TOWN OF OAKVILLE

hereinafter called "the Town"

OF THE FIRST PART

and

BRONTE GREEN CORPORATION

hereinafter called "the Licensee"

OF THE SECOND PART

WHEREAS the Town is the owner of certain lands shown outlined in Schedule "A" attached hereto (the "**Licensed Lands**");

AND WHEREAS the Licensee wishes to use the Licensed Lands solely for the purpose set out in Schedule "B" (the "**Works**");

AND WHEREAS pursuant to the Licensee's request, the Town has agreed, subject to the provisions of this agreement (the "**Agreement**"), to permit the Licensee to carry out the Works on the Licensed Lands;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. The Town hereby grants permission to the Licensee, its employees, contractors and consultants (collectively the "**Authorized Parties**") to enter and use the Licensed Lands for the sole purpose of carrying out the Works and for no other purpose, subject to the terms and conditions set out herein.
2. The term of this licence (hereinafter referred to as the "**Term**") shall commence upon execution of this Agreement by both parties, and shall continue for ten (10) years, unless terminated early by the Town. If the Town wishes to terminate this Agreement prior to the end of the Term, it must provide the Licensee with 3 month's prior written notice.
3. The Licensee agrees that the Authorized Parties will only enter the Licensed Lands for the purpose of carrying out the Works.
4. The Licensee shall forthwith upon termination of this Agreement or upon the completion of the Works, restore the Licensed Lands, and any affected surrounding lands leased or owned by the Town to a condition which is equal to or superior to the condition which existed prior to the commencement of the Licensee's use of the Licensed Lands all to the satisfaction of Town, and all at the Licensee's sole cost and expense, failing which the Town may complete the restoration and the Licensee hereby covenants and agrees to reimburse to the Town, on demand, the cost of such restoration. Additionally, and, without limiting the foregoing, it is specifically agreed that the Licensee is not to remove any trees or vegetation without the Town's consent and in the event of any damage to or destruction of trees or vegetation the Transferee shall compensate the Town at the rate of the Town's standard charges in effect from time to time.
5. The Licensee will use reasonable efforts to not interfere with the Town's activities on the Licensed Lands and adjacent lands and will keep the Licensed Lands in a neat and tidy condition during the Term.

To the Licensee: 8600 Dufferin St.
Vaughan, ON L4K 5P5
Fax: 905-798-2159
e-mail: jpica@trinison.com
Attention: Justin Pica, Development Manager

Any such notice is conclusively deemed to be given or made on the date upon which such notice, demand, request or consent is delivered or, if sent by prepaid registered mail, three (3) business days after the date of posting or, if sent by facsimile transmission (with a courier confirmation copy) on the next business day following the date of transmission. Either party may at any time give notice in writing to the other of any change of address of the party giving such notice and from or after the giving of such notice, the address therein specified is deemed to be the address of such party for the giving of notices hereunder.

16. Neither this Agreement, nor notice thereof, shall be registered on the title to the Licenced Lands or any other Town owned lands.
17. The preparation of this form of agreement by the Town shall not be deemed to be an offer to the Licensee, and no agreement between the parties hereto shall arise or exist except through the execution of the Agreement by the Town, after same has been authorized by Council of the Corporation of the Town of Oakville.
18. This Agreement shall be binding upon the parties hereto and their successors, and permitted assigns, if any.
19. The Licensee shall at all times, in connection with the use of the Licensed Lands, ensure that the Licensee complies with:
 - (a) all laws, directions, rules and regulations of all governmental authorities having jurisdiction;
 - (b) all requirements of all insurance companies having policies covering or relating to the Licensed Lands; and
 - (c) all reasonable rules and regulations promulgated by the Town with respect to the Licensed Lands.
20. This Agreement constitutes the entire agreement of the parties with respect to the matters governed by it and supersedes all prior agreements and understandings, whether written or oral, relative to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, neither party makes any representation or warranty, express or implied, statutory or otherwise, to the other. This Agreement may not be amended or modified except by a written instrument executed by both parties.
21. If the Licensee remains in possession of the Licensed Lands after the end of the Term with the consent of the Town and without the execution and delivery of a new agreement, there shall be no tacit renewal of this Agreement or renewal or extension of the Term, nor shall a license from year to year be created but, notwithstanding any statutory provisions to the contrary, a monthly license shall be created, which may be terminated by either party on one month's notice.
22. No condoning, excusing or overlooking by the Town of any default, breach or non-observance by the Licensee at any time or times in respect of any covenant, proviso or condition herein contained shall operate as a waiver of the Town's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, or so as to defeat or affect in any way the rights of the Town herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the Town save only an express waiver in writing.
23. This Agreement may be executed and delivered by the parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

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IN WITNESS WHEREOF the parties hereto have hereunto executed this agreement as of the date first above written.

BRONTE GREEN CORPORATION

Per: _____

Name:

Title:

Per: _____

Name: Mauro Baldassarra

Title: A.S.O.

I/We have authority to bind the Corporation.

THE CORPORATION OF THE TOWN OF OAKVILLE

Per: _____

Name: Ray Green

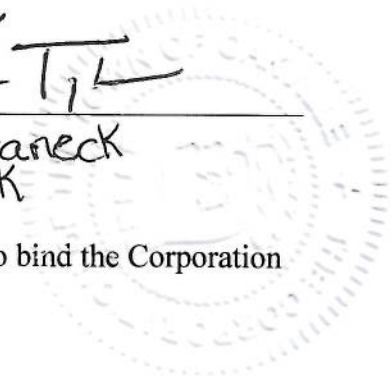
Title: CAO

Per: _____

Name: Vicki Tytaneck

Title: Town Clerk

I/We have authority to bind the Corporation



SCHEDULE "A"
Description of Licensed Lands

APPENDIX - A - Bronte Green - Environmental Monitoring Study Area and Enhancement Areas on Town of Oakville Lands (formerly IO Lands).



SCHEDULE "B"
Description of the Works

SCHEDULE B – Bronte Green – Summary of Activities on Town of Oakville Lands.

Conditions of Draft Plan Approval for the Bronte Green development require that the Licensee (Bronte Green Corporation) undertake a number of activities on adjacent lands owned and managed by the Town of Oakville. These activities include construction of a storm sewer outfall, environmental monitoring, and restoration and enhancement of the natural area. A brief description of these activities is presented below.

STORMWATER OUTFALL CONSTRUCTION AND ACCESS ON TOWN OF OAKVILLE LANDS

A single stormwater outfall for the main stormwater management pond is proposed to be constructed within the Fourteen Mile Creek valleylands on lands owned by the Town of Oakville. The outfall will consist of an outlet pipe, headwall outlet structure and a rock lined energy dissipation pad. Construction of the outfall components will be limited to a narrow footprint and accessed from the tableland and an existing gully feature using timber mats, so as to minimize impacts to existing vegetation. Construction details for the outfall are included on Sheet 24 and Sheet 86 of the Engineering Drawing Set Submission Package (DSEL – March 23 2018). Details for restoration of disturbed areas are included on Sheet L-12 of the Bronte Green Restoration and Enhancement Plan (Beacon 2018). A map illustrating the location of the storm water outfall is presented in Appendix A.

ENVIRONMENTAL MONITORING PROPOSED ON TOWN OF OAKVILLE LANDS

The Bronte Green Environmental Monitoring Plan (Beacon 2018) requires that the following monitoring activities be undertaken on Town of Oakville lands:

1. Vegetation Monitoring
2. Buffer Integrity Monitoring
3. Wildlife Monitoring (Birds)
4. Redside Dace pool dimension monitoring
5. Creek Erosion Monitoring
6. Water Quality Monitoring (Temperature & Flows)
7. Turbidity Monitoring (SiltSmart)
8. Groundwater Monitoring (Mini Piezometer wells)

For a more detailed description of the environmental monitoring activities, please refer to the Bronte Green Environmental Monitoring Plan (Beacon 2018).

Monitoring activities related to items 1-5 will be conducted on foot and through visual observations.

Monitoring activities related to items 6-7 require installation of monitoring stations and monitoring hardware. All stations can be accessed and can be installed by hand without the need for vehicle or equipment access. A map illustrating the extent of the environmental study are is presented in Appendix A. The environmental monitoring program is long term and

expected to be terminated after 10 years. Upon completion of the environmental monitoring program, all monitoring stations and hardware shall be removed.

RESTORATION & ENHANCEMENT AREA

The Bronte Green Restoration and Enhancement Plan (Beacon 2018) requires that the following restoration and enhancement activities be undertaken on Town of Oakville lands:

1. Garbage Removal
2. Plantation Thinning
3. Invasive Shrub Removal and Control
4. Restoration Plantings of Native Trees and Shrubs
5. SWM outfall restoration

For a more detailed description of the restoration and enhancement activities, please refer to the Bronte Green Restoration & Enhancement Plan (Beacon 2018).

Implementation of the above activities will require the use of typical landscaping and forestry equipment. It is anticipated that the restoration and enhancement activities will be completed within three years from project commencement. A map illustrating the locations of the enhancement areas on Town of Oakville lands is presented in Appendix A.