

DELIVERY SERVICES AGREEMENT - LICENCE

AGREEMENT AND EXECUTION

The Parties, intending to be legally bound, hereby agree to all the terms and conditions contained in this Licence.

LICENSOR

**County of St. Paul No. 19
Kyle Attanasio, MA, CMC
Director of Corporate Services
5015 49 Ave
St. Paul, AB
T0A 3A4**

Signature

Print Name

Title

Date

CANADA POST CORPORATION

**9925 – 109 Street NW
Suite 511
Edmonton, AB T5K 2J8**

Signature

Print Name

Title

Date

TERMS AND CONDITIONS

1.1 Interpretation - In this Licence,

- (a) "CPC" means Canada Post Corporation.
- (b) "Facility" means the facility described in Schedule 3 to be constructed on the Licensed Area.
- (c) "Lands" means the lands and premises described in Schedule 1.
- (c) "Lands" means the lands and premises described in Schedule 1.
- (d) "Licence" means this Licence, all schedules hereto, documents incorporated by reference herein and all instruments supplemental hereto or in amendment or confirmation hereof.
- (e) "Licensed Area" means that portion of the Lands described in Schedule 2.
- (f) "Licensor" means the Party identified as such on the execution page of this Licence.
- (g) "Parties" means CPC and the Licensor, collectively and "Party" means any one of them.

2.1 Grant of Licence - The Licensor hereby grants CPC the exclusive use and occupation of the Licensed Area for and during the term ("Term") of 99 years to be computed from and after the execution of this Licence by CPC, together with the right for CPC and its employees, servants, agents, customers, contractors, licensees and invitees to enter upon the Lands at all times for purposes of access to and from the Licensed Area. Save as otherwise specifically provided, the Licensor may not revoke this Licence.

3.1 Renewal - Subject to the rights to terminate otherwise provided in this Licence, upon the expiration of the Term of this Licence shall automatically renew for successive and consecutive period of one (1) year upon all the same terms and conditions as contained in this Licence unless the Licensor shall have given CPC not less than one year's prior written notice of termination.

4.1 Termination – The Licensor may upon not less than thirty (30) days' prior written notice given to CPC given during any time during the Term, may terminate the License. CPC, upon not less than thirty (30) days prior written notice to the Licensor given at any time during the Term, may terminate this Licence on the date specified in such notice. This Licence may also be terminated at any time in whole or in part by mutual written agreement of the Parties.

5.1 CPC Obligations - CPC agrees with the Licensor as set forth in Schedule 4.

6.1 Licensor's Obligations - The Licensor agrees with CPC as set forth in Schedule 5.

7.1 **Improvements** - CPC may erect improvements on any part of Licensed Area provided that all such improvements shall be completed in a good and workmanlike manner. CPC may install equipment in or to any part of the Licensed Area and the Facility. CPC may remove its equipment and improvements at any time both during and after the expiration of the Term.

8.1 **No Estate in the Lands** - This Licence shall not create or be deemed to create, or be construed so as to create any estate in the Lands.

9.1 **Communications** - All communications provided for or permitted hereunder shall be in writing and sent by first class prepaid registered mail to the applicable address set forth opposite the name of the applicable Party on the execution page of this Licence or to such other address as may be designated by one Party to the other from time to time in such manner. Any communication mailed as aforesaid shall be deemed to have been given and received five (5) Business Days following the date of its mailing. "Business Day" means a day other than a Saturday, Sunday or any statutory holiday.

10.1 **Mutual Indemnification** - Each Party (the "Indemnifying Party") agrees to indemnify and save harmless the other Party (the "Indemnified Party") from and against any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever (collectively the "Claims") which the Indemnified Party shall or may become liable, or suffer by reason of any breach, violation or non-performance by the Indemnifying Party of any covenant, term or provision hereof, or by reason of any injury, loss, damage or death resulting from, occasioned to or suffered by any person or persons, or any property by reason of any act, neglect or default on the part of the Indemnifying Party. The foregoing obligation of indemnification in respect of such Claims occurring during the Term shall survive any termination of this Licence, anything in this Licence to the contrary notwithstanding. The Indemnifying Party's liability to the Indemnified Party for any Claim or cause whatsoever and regardless of the form of action, whether based in contract, indemnity, warranty, tort (including negligence and strict liability) or otherwise, shall be limited to the Indemnified Party's direct damages actually incurred. This limitation of liability shall apply whether or not the Claim arises out of a breach of a condition or fundamental term, or a fundamental breach. In no event shall the indemnifying Party be liable for or the Indemnified Party have a remedy for the recovery of:

- (i) any indirect, special, incidental or consequential damages even if the Indemnifying Party has been advised of the possibility thereof;
- (ii) any damages caused by the Indemnified Party's failure to perform its obligations under this Licence;
- (iii) any damages caused by Hazards or Perils;
- (iv) any cause beyond the Indemnifying Party's reasonable control including, without limitation, any mechanical, electronic or communications failure, prerequisite work by others, or, strikes; or
- (v) any Claims by any third parties.

11.1 **Hazards and Perils** - In this Licence,

- (a) "Hazards" means structural defects, war, acts of God or the Queen's enemies, insurrection, civil commotion or the elements all to the extent not included in Perils.
- (b) "Perils" means fire, lightening, tempest, explosion, impact by aircraft or vehicles, riot and malicious damage, smoke, sprinkler leakage, windstorm or hail, or such of them and such other casualties commonly insured against in "multi-peril" or "all risk" policies of insurance.

MISCELLANEOUS

12.1 Words importing the singular number only shall include the plural, and words importing gender shall include the masculine, feminine and neuter genders, and words importing persons shall include firms and corporations.

12.2 This Licence shall be construed and enforced in accordance with the laws of the Province in which the Lands are situated and the other laws of Canada applicable therein without reference to the conflict of law rules of such Province.

12.3 This Licence constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior formal and informal agreements, proposals, promises, inducements, representations, conditions, warranties, understandings, negotiations and discussions, whether oral or written, of the Parties.

12.4 Except as otherwise specifically provided, no supplement, termination, modification, waiver, or amendment of this Licence shall be binding unless in writing and executed by each of the Parties.

12.5 The failure of a Party to enforce at any time any of the provisions of this Licence shall in no way be construed to be a waiver of any such provision nor in any way to affect the validity of this Licence or any part thereof or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this Licence shall be held to be a waiver of any other or subsequent breach.

12.6 This Licence shall ensure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and other legal representatives and their respective successors and permitted assigns.

12.7 The Licence does not constitute and shall be construed as constituting a partnership, joint venture or principal-agency relationship between the Parties. Except as may otherwise be specifically provided, no Party shall have any right to obligate or bind any other Party in any manner whatsoever and nothing contained in this Licence shall give or is intended to give any rights of any kind to any person not a party to this Licence.

12.8 All provisions of this Licence which by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Licence, shall remain in full force and effect after termination of this Licence until such time as the Parties may mutually agree to release the obligations contained therein. Termination of this Licence under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability of any Party which may have accrued hereunder, including, without limitation, any such debt, obligation, or liability which was the cause of termination or arose out of such cause.

12.9 A Party shall, upon the request of the other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, documents, instruments, and assurances as may be reasonably necessary or desirable to effect the purpose of this Licence and carry out its provisions.

12.10 CPC may assign or sub-licence its rights under this Licence in whole or in part without the consent of the Licensor.

12.11 It is the express wish of the Parties that this Licence and any related documents be drawn up in the English language. Les parties confirment qu'il est leur volonté expresse et réciproque que ce contrat et tout document qui s'y rattache soient rédigés en anglais.

12.12 The following are Schedules attached to and incorporated into this Licence by reference and deemed to be part hereof:

- Schedule 1 - Description of Lands
- Schedule 2 - Description of Licensed Area
- Schedule 3 - Description of Facility
- Schedule 4 - CPC's Obligations
- Schedule 5 - Licensor's Obligations

Schedule 1 - Description of Lands

Schedule 2 - Description of Licensed Area

Side of #133 55322 Range Road 42 (Heinsburg Community Hall)





Schedule 3 - Description of Facility

Community Mail Box

Schedule 4 - CPC's Obligations

CPC agrees as follows:

Limitation on CPC's Right to Terminate:

- Not to exercise its right of termination of the Licence for the first 12 Months of the Term.

Limited Permitted use of Licensed Area:

- The Licensed Area shall not be used for any purpose other than for the purposes of the collection and distribution of mail, the delivery of postal services and products and the delivery of such other ancillary products and services as which may, from time to time, be offered by CPC or its affiliates.

Plans, Approvals, Development Fees:

- to supply all necessary plans and specifications in connection with the installation of the Facility.

Repair and Maintenance:

- to repair and maintain the equipment installed in the Facility, reasonable wear and tear and damage by Perils and Hazards excepted.

Schedule 5 - Licensor's Obligations

The Licensor agrees as follows:

- not to transfer, convey or assign any interest in the Lands unless, as a condition precedent to any such transfer, conveyance or assignment, such transferee or assignee executes and delivers an agreement in favour of CPC (and in form satisfactory to CPC, acting reasonably) agreeing to be bound by and to observe and perform the provisions of this Licence in place of the Licensor, to the same extent as if the transferee or assignee were already a party thereto or bound thereby.
- that it owns the Lands with good and sufficient title and that it has the right, title and authority to grant the rights herein granted and to execute and deliver this License.

Snow Removal

- to maintain the Licensed Area and the Facility in a clean and orderly condition free of accumulation of snow to ensure uninterrupted and safe use of Licensed Area and the Facility.

Repair and Maintenance

- to maintain the Lands in a clean and orderly condition free of accumulation of dirt and rubbish.
- to repair, maintain and keep the Facility, Licensed Area and every part thereof in first class condition and working order, reasonable wear and tear and damage by Perils and

Hazards excepted.

Property and Business Taxes:

- to indemnify CPC from and against all taxes, rates, duties, levies and assessments whatsoever, levied, imposed, assessed or charged by any authority upon the Lands or upon the Licensor or CPC which are attributable to the business or occupancy of CPC or any assignee, or which result from any Alterations made or installed on the Lands including Licensed Area and whether made or installed by CPC or the Licensor or on its or their behalf, or from time to time levied, imposed, assessed or charged in the future in lieu or in substitution thereof, including those levied, imposed, assessed or charged for education, schools and local improvements but excluding from the foregoing CPC's income taxes.

Plans, Approvals, Development Fees:

- to assist and co-operate with CPC and its agents and contractors and to execute all such consents, applications and approvals as shall be necessary or desirable with respect to the construction of the Facility including, without limitation, applications for rezoning, development, severance, building, minor variance, site plan and building permit.
- to post all security required by all authorities having jurisdiction in connection with the construction of the Facility.

Utilities:

- to pay all charges for **electricity / water / sewer / telecommunication / other utilities** incurred in connection with the use and operation of the Facility.