

## PARKING LICENSE AGREEMENT

**THIS AGREEMENT** is made effective as of the 15<sup>th</sup> day of December, 2022.

**BETWEEN:** **CANADA POST CORPORATION**  
hereinafter called "CPC"

OF THE FIRST PART

**AND:** **THE CORPORATION OF THE TOWN OF GEORGINA**  
hereinafter called "Georgina"

OF THE SECOND PART

### CONTEXT

**WHEREAS** CPC is the registered owner of the property described in Schedule "A" in the Town of Georgina, Ontario, which contains a former municipal parking lot with 21 parking spaces (the "**Parking Lot**");

**AND WHEREAS** CPC agrees to grant Georgina a non-exclusive license to park in up to five (5) parking spaces, as agreed upon by CPC and Georgina, in the Parking Lot on the following terms and conditions;

**AND WHEREAS** CPC agrees to grant Georgina, upon written request, a non-exclusive temporary license to park in any number of the parking spaces in the Parking Lot during specific events in accordance with the specified terms and conditions herein.

**NOW THEREFORE WITNESS THIS AGREEMENT** that in consideration of the obligations and covenants contained herein, the parties hereto hereby covenant and agree as follows:

1. The parties acknowledge and agree that the preamble is correct and that it forms part of this Agreement.

### **GRANT AND USE OF LICENSE**

2. a) Subject to the terms and condition of this Agreement, CPC grants to Georgina a non-exclusive license to park vehicles of Georgina, its servants, agents, invitees, licensees and members of the public in of up to five (5) parking spaces situated anywhere in the Parking Lot as identified in Schedule "B" to this Agreement (herein called the "**Spaces**").  
b) Georgina acknowledges and agrees that the Spaces shall not be exclusive use spaces but shared and used in common with CPC if not being used by members of the public and/or park passenger vehicles.
3. a) CPC agrees to grant to Georgina on an ad hoc/temporary basis, a non-exclusive license to park vehicles of Georgina, its servants, agents, invitees, licensees, and members of the public in any number of parking spaces located in the Parking Lot during certain events upon request by Georgina and approved by CPC, in accordance with the terms set out hereinafter:
  - (i) Georgina shall provide CPC with at least fourteen (14) calendar days' written notice of Georgina's desire to use any number of parking spaces in the Parking Lot during an event and CPC shall provide its response to Georgina within seven (7) calendar days of receipt of the said written request.
  - (ii) Georgina, when requesting use of the Parking Lot, shall use the standard form provided by CPC to make such request, attached hereto as Schedule C
  - (iii) CPC shall grant Georgina's request to use of the parking spaces in the

Parking Lot for the period requested unless the use of the Parking Lot will cause disruption to the business operations of CPC or is otherwise required by CPC.

(iv) Georgina's use of the Parking Lot shall be subject to the rules and regulations applicable therein, as may be amended from time to time by CPC.

## TERM

4. a) The term of this License shall be a two (2) year term commencing on December 15<sup>th</sup>, 2022 and terminating on December 14<sup>th</sup>, 2024 (the "**Initial Term**"), unless terminated earlier by mutual written agreement of the parties.
- b) Provided that Georgina is not in default of any of the covenants and obligations set out in this Agreement on its part to be performed and observed, then CPC hereby grants to Georgina the right to renew the Agreement, on the same terms and conditions as are contained in this Agreement, for a 3-year period commencing on December 15<sup>th</sup>, 2024 and ending on December 14<sup>th</sup>, 2027, subject to the prior written notice to be given by Georgina to CPC no later than 6-month prior to the expiration of the Initial Term of this Agreement (the "**Renewal Term**").
- c) Provided that Georgina is not in default of any of the covenants and obligations set out in this Agreement on its part to be performed and observed, then CPC hereby grants to Georgina the right to further renew the Agreement, subject to **the re-negotiation of all terms and conditions therein**, and subject to the prior written notice to be given by Georgina to CPC no later than 6-month prior to the expiration of the Renewal Term.

## FEES

5. The fee for the Initial Term and any Renewal Term is: Nil.

## INSURANCE AND INDEMNITY

6. a) Georgina shall maintain insurance policies with limits and deductibles to insure for: (i) Commercial General Liability, providing coverage for, but not limited to, personal injury, bodily injury (including death), property damage, and liability for products and completed operations with CPC added as an additional insured with respect to liability arising out of this License and (ii) Commercial Automobile Third Party Liability, covering Georgina for property damage and bodily injury, including death, for all vehicles owned, leased or licensed by the insured while at the Parking Lot.
- b) CPC shall maintain insurance policies with limits and deductibles to insure for: (i) Commercial General Liability, providing coverage for, but not limited to, personal injury, bodily injury (including death), property damage and liability for products and completed operations.
7. The parties hereby agree that each party shall at all times indemnify and render harmless the other party, its directors, officers, employees and any others for whom they may be responsible in law, from and against all losses, claims (including claims made under Worker's Compensation legislation), demands, awards, judgements, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property or personal injury, bodily injury (including death) and from and against any and all loss of, damage to or destruction of property, expenses and costs (including reasonable legal fees and disbursements) suffered or incurred by either party arising out of or in any way connected with this agreement to occupy the space, except to the extent that such loss or damage has arisen out of the negligence or willful misconduct of the indemnified party, its directors, officers, employees, agents, representatives and any others for whom they may be responsible in law, the acts or omissions of any third party, even if that third party is unknown, or any force majeure event.

## MAINTENANCE

8. CPC covenants and agrees that at all times throughout the Initial Term or Renewal Term of this License, CPC will maintain the Parking Lot as it is currently maintained for CPC's use, namely:

- a. maintain free, easy and open access to and from the Parking Lot in a commercially reasonable manner;
- b. keep the Parking Lot in good repair;
- c. keep the Spaces reasonably free and clear of snow and ice; and
- d. comply with parking requirements of any statutes, by-laws, rules, regulations and resolutions of any provincial, municipal, or other competent authority, which are applicable to the Parking Lot.

For greater certainty, the parties acknowledge that this License Agreement does not require CPC to provide maintenance and repair services in addition to and on a more frequent basis than currently provided by CPC.

9. Georgina covenants and agrees that at all times throughout the Initial Term or Renewal Term of this License, **when Georgina requests the use of the Parking Lot as provided for under Section 3**, Georgina will:
  - a. be responsible for maintaining access to and from the Parking Lot for the duration of the ad hoc/temporary basis, including keeping the Parking Lot reasonably free and clear of any snow fall and ice that may arise during such period; and
  - b. comply with parking requirements of any statutes, by-laws, rules, regulations and resolutions of any provincial, municipal, or other competent authority, which are applicable to the Parking Lot.

## NOTICE

10. Any notice required to be given under this License shall be validly given if sent electronically or mailed by prepaid registered mail to the following addresses:

To CPC at:                    Jones Lang LaSalle Real Estate Services, Inc.  
                                       c/o Canada Post – South Central LLP  
                                       969 Eastern Avenue - 2nd Floor, Suite 517-A  
                                       Toronto, ON, M4L 1A5  
                                       Attn: Lease Administration

and

Canada Post Corporation  
 Manager, Real Estate  
 Transactions  
 2701 Riverside Dr. #N0122  
 Ottawa ON, K1A 0B1

To Georgina at:            Rachel Dillabough  
                                       Town Clerk | Office of the Deputy CAO  
                                       26557 Civic Centre Road  
                                       Keswick, ON L4P 3G1  
                                       (905) 476-4301

## GENERAL

11. CPC will provide Georgina with a 30-day prior written notice of any sale of the Parking Lot. For more certainty, CPC shall have no obligations to assign this Agreement upon disposition or transfer of the Parking Lot and this Agreement shall be terminated the day of the transfer without further notice.
12. Georgina may not assign its rights or obligation under or in connection with this Agreement (voluntarily, by operation of law or otherwise) without the prior written consent of CPC.
13. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and each party irrevocably attorns to the non- exclusive jurisdiction of the courts of the Province of Ontario.
14. Schedules “A”, “B” and “C” shall form part of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

**CANADA POST CORPORATION**

Date: \_\_\_\_\_

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

Name:

Position:

*I have authority to bind the Corporation*

**THE CORPORATION OF THE TOWN OF  
GEORGINA**

Date: \_\_\_\_\_

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

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

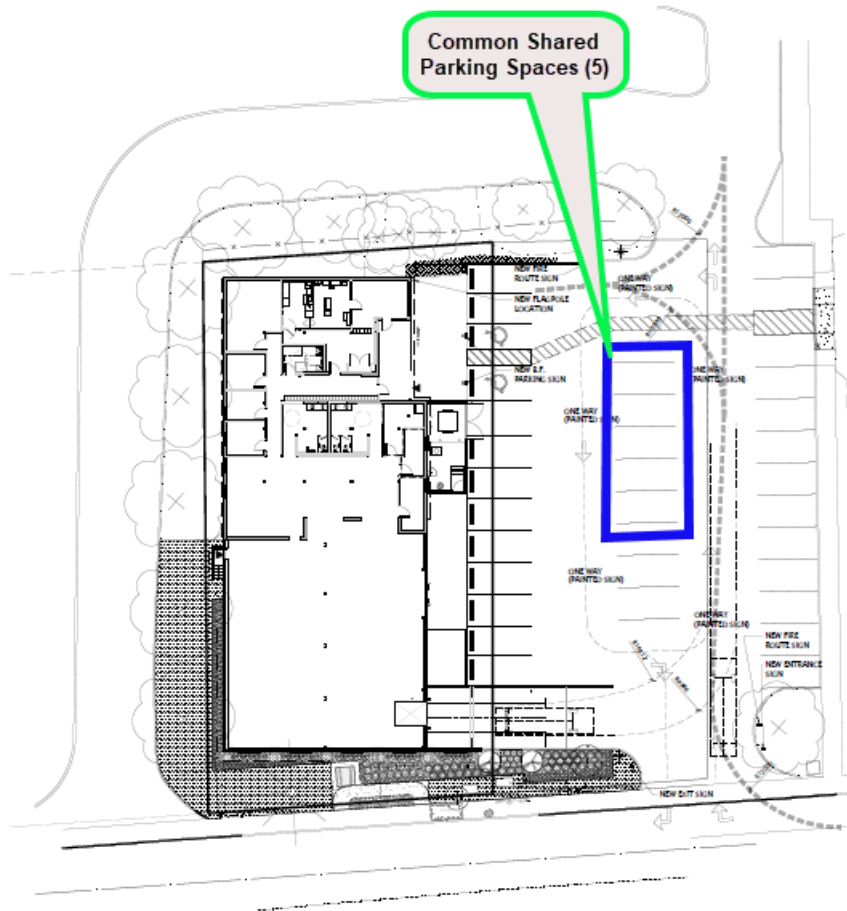
*We have the authority to bind the Corporation*

**Schedule A**  
**Legal Description**

**PIN 03490-0227 (LT)**

**PROPERTY DESCRIPTION: PT LT 14 CON 3 N GWILLIMBURY, PT 3, 65R-18701;  
GEORGINA**

**Schedule B  
Plan**



**Schedule C**  
**PARKING LICENSE**

This Agreement is made as of the \_\_\_ day of \_\_\_\_\_, 202\*.

BETWEEN: **CANADA POST CORPORATION**

hereinafter called the "Licensor"

AND:

\_\_\_\_\_

hereinafter called the "Licensee"

The Licensor grants to the Licensee a License to park vehicles of the Licensee, its servants, agents, invitees and licensees in the available spaces (herein called the "Designated Spaces"), being part of a parking area of the Canada Post facility (herein called the "Parking Facility") situated at \_\_\_\_\_ and subject to the following terms and conditions:

1. The term of this License shall be for \_\_\_\_\_ (herein called the "Term").
2. (a) The Licensor agrees not impede use of the Designated Spaces throughout the Term of this License and the Licensee shall have exclusive right to park in the Designated Spaces for the Term.  
  
(b) The Licensee agrees to be responsible for on-site staff to management of the parking during the Term if required for its use.
3. (a) Each party shall at all times indemnify and render harmless the other party, its directors, officers, employees and any others for whom they may be responsible in law, from and against all losses, claims (including claims made under Worker's Compensation legislation), demands, awards, judgements, actions and proceedings by whomsoever made, brought or prosecuted in respect of loss of, damage to or destruction of property or personal injury, bodily injury (including death) and from and against any and all loss of, damage to or destruction of property, expenses and costs (including reasonable legal fees and disbursements) suffered or incurred by either party arising out of or in any way connected with this agreement to occupy the space, except to the extent that such loss or damage has arisen out of the negligence or willful misconduct of the indemnified party, its directors, officers, employees, agents, representatives and any others for whom they may be responsible in law, the acts or omissions of any third party, or any force majeure event.  
  
(b) The Licensee shall maintain insurance policies of sufficient limits as provided for under the parking license agreement dated \_\_\_\_\_.
4. The Licensor covenants and agrees that at all times throughout the term of this License, the Licensor will:
  - (a) maintain free, easy and open access to and from the Parking Facility in a commercially reasonable manner;
  - (b) keep the Parking Facility and the Designated Spaces in good repair;
  - (c) comply with parking requirements of any statutes, by-laws, rules, regulations and resolutions of any provincial, municipal, or other competent authority, which are applicable to the Parking Facility;
5. The Licensee covenants and agrees that at all times throughout the Term it will:
  - (a) be responsible for maintaining access to and from the Parking Facility for the duration of the ad hoc/temporary basis, including keeping the Parking Facility reasonably free and clear of any snow fall and ice that may arise during such period; and

(b) comply with parking requirements of any statutes, by-laws, rules, regulations and resolutions of any provincial, municipal, or other competent authority, which are applicable to the Parking Facility.

6. Any notice required to be given under this License shall be validly given if sent electronically or mailed by prepaid registered mail to the Licensor at the address as described in section 1 and to the Licensee at:

To the Licensor at: Jones Lang LaSalle Real Estate Services, Inc.  
c/o Canada Post – South Central LLP  
969 Eastern Avenue - 2nd Floor, Suite 517-A Toronto, ON,  
M4L 1A5  
Attn: Lease Administration

and

Canada Post Corporation  
Manager, Real Estate Transactions  
2701 Riverside Dr. #N0122 Ottawa ON, K1A 0B1

To the Licensee at: \_\_\_\_\_

7. The Licensee may not assign its rights or obligation under or in connection with this Agreement (voluntarily, by operation of law or otherwise) without the prior written consent of the Licensor.

8. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and each party irrevocably attorns to the non- exclusive jurisdiction of the courts of the Province of Ontario.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement.

**CANADA POST CORPORATION**

Date: \_\_\_\_\_

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

Name:  
Position:

*I have authority to bind the Corporation*

\_\_\_\_\_

Date: \_\_\_\_\_

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

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

*We have the authority to bind the Corporation*



**Schedule A**  
Parking Facility