

LICENSE AGREEMENT

THIS LICENSE effectively dated the _____ day of _____, 2024

BETWEEN

THE CORPORATION OF THE TOWN OF GEORGINA

Hereinafter called "the Licensors"

AND

KESWICK MODEL AIRCRAFT CLUB INCORPORATED

Hereinafter called "the Licensee" or "the Club"

WHEREAS The Corporation of the Town of Georgina is the owner of certain lands known as Pt. Lot 22, Con 3 RS65R14638 Part 1, Town of Georgina (hereinafter referred to as the "Town lands");

AND WHEREAS the Licensors and Licensee entered into a license agreement dated the 12th day of June, 2024 for, *inter alia*, the use of a certain part of the Town lands consisting of 20 acres and as more particularly shown in Schedule "A" hereto outlined in red (hereinafter referred to as "the designated area") pursuant to certain covenants and conditions;

AND WHEREAS the Club has constructed on and/or placed in the designated area, with the permission of the Licensors, a hut which is approximately 10' by 10' (hereinafter referred to as the "hut"), a steel shipping container for lawn maintenance equipment, a 10' by 32' office trailer on wheels, and two steel frame portable sun shelters;

AND WHEREAS the aforesaid license agreement dated expires on the 30th day of June, 2024;

AND WHEREAS the parties wish to enter into a new license agreement for the use of the designated area;

NOW THEREFORE in consideration of the covenants and obligations herein, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Licensor

- (i) The Licensor grants to the Licensee the use of the designated area for the purposes of the Licensee, subject to the terms and conditions in the herein agreement including the payment of the fees set out in this license, for the term of approximately five (5) years commencing on the effective date of this agreement and ending the 30th day of June, 2028.
- (ii) The Licensor permits the Licensee, its members, guests and invitees to enter and leave the designated area through use of the access driveway as indicated on Schedule "A" hereto for the purposes of Club functions subject to the Licensor's reasonable regulations and security precautions as may exist or as may be established or revised from time to time at its sole discretion.
- (iii) The Licensor grants to the Licensee to use the designated area, any permitted buildings, trailers or structures thereon, and use of certain air space over the Town lands as to be agreed upon by all parties, for the purposes of the Club which purposes are outlined in Schedule "B" hereto and for no other purpose.

2. Licensee's Covenants:

The Licensee covenants with the Board and the Licensor as follows:

- i) **To pay fees:** To pay to the Licensor, on or before July 1, 2024 and on or before the first day of May for any subsequent year in which this agreement continues, the sum of ONE DOLLAR (\$1.00), all to be paid without any prior demand for them at the office of the Town Clerk at the Town of Georgina Civic Centre, 26557 Civic Centre Road, Keswick, Ontario.
- ii) To maintain (cut) the grass on the designated area as provided for in Schedule "D".
- iii) Any construction and other work done by the Licensee on the designated area shall be subject to the direction and regulation of the Licensor and, where applicable, the Chief Building Official of the Town of Georgina.
- iv) **Removal of liens:** The Licensee shall procure, at its own cost, the immediate removal of any and all construction liens, encumbrances, orders or judgments against the Town lands or any part of them, or against the Licensor, arising in connection with the work performed, materials furnished or obligations incurred by the Licensee on any part or whole of the Town lands.
- v) **Securing approval:** The Licensee shall secure prior written approval from the Licensor, and if required from the Building Department of the Town of

Georgina, and any other governmental authority having jurisdiction, and shall comply with the Ontario Building Code, if applicable, to the construction and/or placement of any building, trailer or structure on the designated area.

The Licensor reserves the right to demand that any building, trailer, structure or landing strip constructed or placed on the designated area, either prior to entering into this Agreement or thereafter, be removed by the Licensee within five (5) days' written notice by the Licensor at the Licensee's sole expense despite any approval having been granted for the placement of same.

- vi) **To observe and perform terms and provisions:** The Licensee shall comply with the terms and provisions of this agreement which shall be and are binding upon it and not do or suffer to be done anything contrary to any term or provision of this agreement.
- vii) **Restrictions on use:** The Licensee shall not use the designated area or the air space of the Town lands that is agreed upon by the parties, except in accordance with the purposes of the Keswick Model Aircraft Club Incorporated as found in Schedule "B" hereto and for specific planned events that have received the approval during the currency of this agreement.

The Licensee shall cease operations and maintain a respectful silence during interment ceremonies at the Keswick Cemetery. The Licensor shall advise the Licensee of an interment ceremony at Keswick Cemetery at least 24 hours in advance of the commencement of same. Additionally, the Licensee shall not use the designated area at any other time as may be demanded by the Licensor on 24 hours' written notice to the Licensee.

- viii) **Nuisance:** Nothing shall be done, omitted or permitted by the Licensee in the hut or any other building, trailer or structure in the designated area, or on the Town lands or its air space which shall be or result in a nuisance and, in particular, the Licensee shall not permit the operation of model aircraft or any other aircraft on the designated area or in the air space above the designated area or Town lands in a manner which may cause a nuisance.

In addition, the Licensee shall not permit the operation of a model aircraft in the air above or nearby interment activities at the Keswick Cemetery.

- ix) **Maintenance and repairs:** The Licensee shall maintain the designated area and any of its buildings, trailers or structures thereon in good and attractive condition in accordance with the directions of the Licensor.

Without limited the generality of the foregoing, such maintenance shall include:

- a) cutting grass;
- b) removing garbage;

- c) keeping any of the Licensee's buildings or structures painted (if applicable) and in good repair;
 - d) maintaining the access driveway as indicated on Schedule "A" hereto in good condition which includes, but is not limited to, snow and ice removal and repair of potholes.
- (x) **Storage:**
- a) Except for Club property, the Licensee shall not store any goods or merchandise in any building, trailer or structure in the designated area without the written consent of the Licensors.
 - b) The Licensee covenants and agrees that in no event shall the Licensors be held responsible for the safety or security of any of the Licensee's buildings, trailers or structures, or the contents thereof, or any property of the Licensee or its servants, agents or invitees, and the Licensee assumes complete responsibility, therefore.
- (xi) **Removal of signs:** The Licensee shall obtain written approval from the Licensors for any sign that it intends to erect or place within the designated area, which approval shall not be unreasonably withheld. The Licensee shall not erect or place a sign anywhere else on the Town lands.

Forthwith upon written notice from the Licensors, the Licensee shall remove from the designated area signs, decorations or displays to which the Licensors objects within the time stated in the written notice from the Licensors.

Should the Licensee fail to remove such signs, decorations or displays within the time stated in the written notice, the Licensors is hereby permitted to remove such signs, decorations or displays at the cost of the Licensee, which costs shall be reimbursed forthwith to the Licensors.

(xii) **Liability Insurance**

- a) The Licensee shall throughout the term of this agreement procure and keep in force for the benefit of the Licensors, the Licensee, general liability insurance in an amount of not less than \$2,000,000.00 per occurrence in respect of injury to or death of a person, property damage or destruction, as well as exposures contemplated in this agreement. The Licensors shall be named as additional insureds in the said policy of insurance and the policy shall contain a cross liability clause.
- b) The Licensee covenants that all insurance shall be affected with insurers and upon terms and conditions satisfactory to the Licensors.
- c) The Licensee shall provide certificates of insurance to be delivered to the Licensors on or before July 1, 2024 and on or before the 1st day of May in

each succeeding or continuing year of this agreement.

- d) The policy shall provide that no modification, termination or cancellation shall be effective unless at least twenty-one (21) days' prior written notice has been given to the Licensor by the insurance company or companies.
- (xiii) **Indemnity by Licensee:** The Licensee shall and does hereby indemnify and save harmless the Licensor and their respective chair, council, council members, elected and appointed officials, employees, contractors, subcontractors and agents (collectively referred to as the "Indemnitees") against all actions, causes of action, suits, claims, demands, damages, costs, expenses, losses or legal fees (on a solicitor and client basis) which may arise directly or indirectly by reason of the parties entering into this agreement, including but not limited to a breach by the Licensee of any provision of this agreement, except where arising from the negligent act, or negligent omission, of the Board or Licensor or those for whom each is responsible in law.
- (xiv) **Release:** Without limiting the provisions of section 2(xiii) of this agreement, the Licensee shall release the Indemnitees from any liability for losses, damages costs, and claims, of any kind arising out of or in connection with this agreement, except where arising from the negligent act, or negligent omission, of the Licensor or those for whom each is responsible in law.
- (xv) **Quitting of premises:** Unless previously removed pursuant to this agreement or at the will of the Licensee, at the expiration, cancellation or termination of this agreement, the Licensee shall remove all of its remaining buildings, structures, fixtures and landing strip from the designated area, and the Licensee shall vacate the designated area and leave it clean and free of refuse and debris and in good repair.

Should the Licensee fail to remove its buildings, structures, trailers, fixtures or landing strip pursuant to this agreement, then the Licensor may, if the Licensor so elects, deem them abandoned and become the property of the Licensor without compensation to the Licensee or any other party claiming an interest therein. If the Licensor shall not so elect, the Licensor may remove and store same and the Licensee's risk and expense and the Licensee shall hold the Licensor harmless from all damage to the designated area caused by such removal, whether by the Licensor or Licensee.

Notwithstanding anything contained in this agreement, that if the Licensee notifies the Licensor in writing that it does not wish to remove its hut, steel shipping container for lawn maintenance equipment, the 10' by 32' office trailer on wheels, two steel frame portable sun shelters, or any other buildings, structures or fixtures for any reason on the expiry of the term or termination or cancellation of this agreement, the Licensor may, at its option, permit any one

or more of the buildings, trailers, structures or fixtures to remain but the Licensee shall release any and all interest to it or them and shall save the Licensor harmless and indemnify the Licensor against any claims, damages, losses or costs with respect to any liens, encumbrances or monies owing with respect to the said building, trailers, structure and/or fixtures that is permitted to remain in which case the it or they shall become the absolute property of the Licensor.

- (xvi) **Non-assignability and no sub-licensing of License:** This agreement is personal and shall not be assigned either in whole or in part by the Licensee. The Licensee shall not sub-license the designated area to any other person.
- (xvii) **Rules and regulations:** The Licensee shall abide by and observe the rules and regulations with respect to the use of the designated area as set out in Schedule "C" hereto and such further and other rules and regulations as the Licensor may make by resolution of council with respect thereto.
- a) The Licensee shall supply the Licensor with the most current rules and regulations of the Keswick Model Aircraft Club Incorporated which shall be deemed to be relevant, having regard to Licensee's use and occupation of the designated area by June 2024 and by the first of May in each succeeding year during the currency of this agreement.
 - b) If necessary, the Licensee shall modify its rules and regulations found in Schedule "C" hereto in order to accommodate the requirements of the Licensor relating to the conduct of Licensee's activities in the designated area, as may be amended from time to time.
 - c) In the event that the Club's rules and regulations are not acceptable to the Licensor and are not formally modified as required above within fifteen (15) days of notice being given to the Club by the Licensor or Licensor, this agreement shall be deemed to be terminated on the 16th day following such notice.
 - d) The Licensee shall comply with any and all relevant by-laws, policies, orders, statues and regulations of any municipal, Provincial and Federal government or other competent authority, and in particular, with respect to aviation where applicable. The Licensee acknowledges that it is subject to the Licensor's municipal by-laws and policies including, but not limited to, the No Smoking By-law No. 2012-0061 (REG-1) as amended, and shall comply with same.

3. Termination on Default:

If the Licensee violates or fails to observe the terms and conditions of this agreement and if such violation, failure, breach or default continues for a period of fifteen (15) days after written notice by the Licensor is delivered to the Licensee as provided for in this agreement, this agreement shall terminate on the sixteenth day following such notice.

4. Termination on Notice:

In any event, the Licensee acknowledges that the consideration for this agreement is nominal and that the Licensor in its absolute and unfettered discretion may terminate this license agreement at any time upon delivery of fifteen (15) days' notice in writing.

5. No Exclusive Possession:

- (a) The parties hereto specifically agree and acknowledge that The Corporation of the Town of Georgina, as Licensor, retains the right to license the designated area to other persons and also retains the right to enter upon the designated area at any and all times and that the Licensee is not hereby granted exclusive possession.
- (b) It is further specifically acknowledged by the parties hereto that this agreement is not intended to create a landlord and tenant relationship but is a mere license granting permission for the use of the designated area.
- (c) No demise or leasehold interest in land is hereby granted or created by this agreement.

6. Assessments, taxes etc.

During the term of this agreement, the Licensee shall indemnify the Licensor within 30 days of written demand, from and against all taxes, rates, or assessments of any description whatsoever including increases in real property taxes, that are levied, charged or assessed against the Licensor with respect to the use and occupation of the designated area carried on by the Licensee.

7. Service of Notices:

- (a) Service of a notice to the The Corporation of the Town of Georgina shall be made by regular mail to 26557 Civic Centre Road, R.R. #2, Keswick, Ontario L4P 3G1 or by personal service to the office of the Clerk, The Corporation of the Town of Georgina at 26557 Civic Centre Road, R.R. #2, Keswick, Ontario L4P 3G1.

- (b) If the notice is sent by regular mail, the notice shall be deemed to be received on the fifth day after mailing. If delivered by personal service, delivery shall be made on the date that the notice is received by the Clerk's office of The Corporation of the Town of Georgina.
- (c) Service of a notice may be made upon the Licensee by regular mail to the Keswick Model Aircraft Club Incorporated at the residence of its incumbent President or Secretary according to information which shall be provided by the Club on or before the dates provided for in sub-paragraph 2 (xvii) of this agreement along with the delivery of current rules and regulations and specific planned events as set out therein.

If the notice is sent by regular mail, the notice shall be deemed to be received on the fifth day after mailing.

- (d) In the alternative, the Licensee shall be deemed to have been properly served with a notice on the day of the posting of the notice in writing on the door of the Licensee's hut in the designated area or on the day of the posting of a notice at the entrance to the designated area.

8. Severability:

The invalidity or unenforceability in whole or in part of any provision of this agreement or of the rules and regulations provided in it shall not affect the validity and enforceability of the remainder of it.

9. Headings:

The headings in this agreement are inserted only for reference and in no way define or limit any provisions in it.

10. Contra Proferentum Not Applicable:

Although this agreement is drawn by the solicitor for the Licensor, the Licensee and the undersigned officers of the Keswick Model Aircraft Club Incorporated acknowledge that they have had the opportunity through their own solicitor(s) to suggest changes, revision and amendments to this agreement and accept and approve the final wording hereof.

The contra proferentum rule of construction or interpretation of documents shall not apply to this agreement and this agreement shall not be interpreted more strictly against the party responsible for drafting it.

IN WITNESS WHEREOF The Corporation of the Town of Georgina and the Keswick Cemetery Board have under the hands of their respective proper officers duly authorized in that behalf and the KESWICK MODEL AIRCRAFT CLUB INCORPORATED has hereunto affixed its Corporate Seal under the hands of its proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
In the Presence of

KESWICK MODEL AIRCRAFT CLUB INCORPORATED
Per:

President,

I have the authority to bind the corporation.

THE CORPORATION OF THE TOWN OF GEORGINA

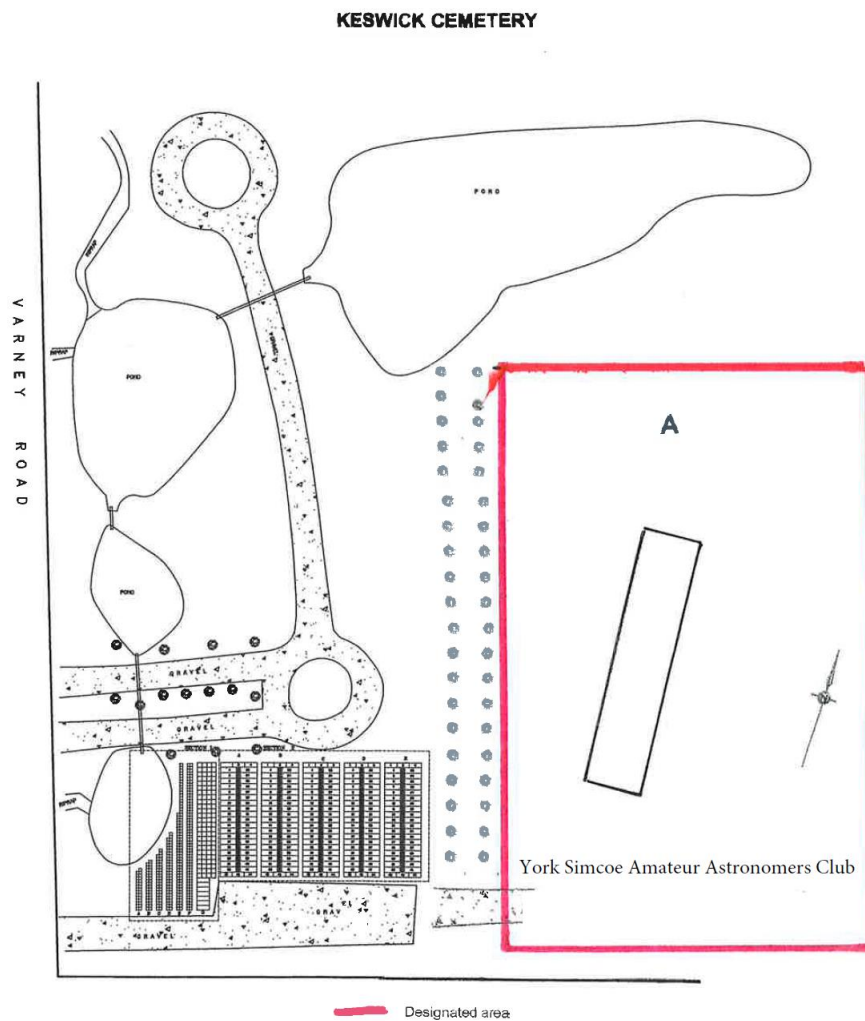
Mayor, Margaret Quirk

Clerk, Rachel Dillabough

SCHEDULE "A"

Land consisting of 20 acres and known as Part Lot 22, Concession 3, Part 1,
RS65R14638, Town of Georgina (indicated in red)

Land consisting of 20 acres and known as Part Lot 22, Concession 3, Part 1,
RS65R14638, Town of Georgina (indicated in red)



SCHEDULE "B"

PURPOSES

- To provide an organization for local model aircraft enthusiasts to belong to.
- To provide a flying field and opportunity for the Club members and guests to participate in the sport.
- To teach and aid interested individuals in the sport of Model Aircraft.
- To host appropriate activities and competitions between the local and other Model Aircraft Clubs.
- To promote the sport and hobby of model aircraft flying in the local and regional area.

SCHEDULE "C"

RULES & REGULATIONS

- 1) Cleanliness and Tidiness: The Licensee shall maintain the designated area and any buildings and structures as specified in this agreement and, in particular, shall clean up the grounds within 24 hours following any Licensee event or within 24 hours of receiving notice from the Board that clean-up is required.
- 2) Sound Equipment: Licensee shall not utilize sound equipment, except in compliance with relevant By-Laws of the Town of Georgina and except at hours approved by the Board in advance or by written authorization of the Board.
- 3) Alterations: Licensee shall make no alterations without written consent of the Board with respect to alteration of any buildings or structures, the grounds or the access thereto.
- 4) Advertising: Licensee shall not conduct any advertising or display in connection with the designated area, except in a dignified and modest fashion as may be approved in advance by the Board.

SCHEDULE "D"

To maintain (cut) the grass in the designated area as shown on Schedule "A" (indicated as 'A'), using the Licensee's own equipment and supplies, a minimum of six (6) times a growing season or whichever occurs more frequently, to the following specifications:

Seasonal grass cutting shall commence when the grass has attained an average height of 125mm (5 inches) or less and shall occur subsequently on a regular basis whenever the grass attains a height of 125mm. Approximately one third to half of the grass blade may be removed at each cutting. At no time shall more than 50% of the leaf or blade of grass be cut.