

LICENSE AGREEMENT

Effective the 30th day of June, 2022.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(hereinafter called the "City")

- and -

MANVERS TOWNSHIP HISTORICAL SOCIETY

(hereinafter called the "Licensee")

WHEREAS:

- a) Historical Societies in the City of Kawartha Lakes play an important role in our society and their local communities;
- b) The Licensee has a valued history of providing service to the greater Manvers Township community and its citizens, dating back to 1888;
- c) The City is the owner of the property known as the Pontypool Grain Elevator and legally described as Part of Lot 11, Concession 2, of the Geographic Township of Manvers, City of Kawartha Lakes (the "City Property");
- d) The Licensee currently uses the City Property, in part to restore the Pontypool Grain Elevator;
- e) The City recognizes the Licensee's contribution to encouraging an awareness of agricultural roots of the community and to promoting improvements in the quality of life of citizens living in the local community;
- f) It is the intention of the City to encourage, support, and permit the Licensee to continue with the restoration of the Pontypool Grain Elevator for the duration of this Agreement;
- g) The Licensee recognizes the importance to the citizens of the City of Kawartha Lakes of the City supporting a variety of community services and recreational activities within the City of Kawartha Lakes;
- h) The City and the Licensee wish to execute an agreement that recognizes the historical and current role of the Licensee, continues City support of the services provided by the Licensee and encourages shared and compatible uses of the City Property for the greater benefit of the citizens of Kawartha Lakes.
- i) The Licensee has applied to the City for a license for a period of ten (10) years in order to provide the Licensee with a non-exclusive license to use the City Property.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of License

- 1.1. The City hereby grants to the Licensee a non-exclusive license (the "License") to occupy and use a part of the City Property, as more specifically shown on the survey sketch attached as Schedule "A" (the "Lands"), for the purpose of restoring the Grain Elevator, and for holding such further or other

agricultural, educational, cultural or community events on the Premises as may be for the benefit of the citizens of Kawartha Lakes and which are organized, sanctioned or otherwise operated under the authority of the Licensee.

- 1.2. It is understood and agreed that the restoration project shall not conflict with the reasonable occupation or use of the Lands by any other licensee of the City entitled to occupy or use the Lands under the terms of a non-exclusive license, except to such extent the Licensee and such other licensees may agree in writing amongst themselves from time to time.
- 1.3. It is understood and agreed that prior to the City executing an agreement with any other potential licensee to occupy or use the Lands under the terms of a non-exclusive license, the City shall first consult the Licensee in relation to such agreement.

2. Non-Exclusive License

- 2.1. The License grants the Licensee the non-exclusive right to occupy and use the Lands for the purposes of restoring the Pontypool Grain Elevator, while recognizing the right of the City to enter into agreements with other individuals, partnerships, corporations, organizations, associations, and community groups (each being an "Other Licensee"), for the non-exclusive occupation and use of the Lands on a continuing basis for, for example, the establishment and maintenance of a community center, arena, or community service club on the Premises.

3. Use of the Lands

- 3.1. The Lands shall be used by the Licensee primarily for the Licensee Events as managed by the Licensee, including preparing for and dismantling of such appurtenances as the Licensee may require for such events.
- 3.2. It is understood and agreed to by the parties that when the Licensee is not operating or managing an event on the Lands, the Lands shall be closed to vehicles and may be locked, unless as otherwise required by the terms and conditions of any agreement between the City and an Other Licensee, of which the Licensee will be provided written notice as pertains to this section.

4. Admission Charges

- 4.1. In consideration of the non-exclusive nature of the License, and the Licensee's responsibility to maintain the Lands and the Buildings (as hereinafter defined), the City recognizes the Licensee's right to charge admission fees to the Licensee Events held by it on the Lands.

5. License Term

- 5.1. This License will commence on the 30th day of June, 2022 and extend for a period of ten (10) years, terminating on the 31st day of May, 2032 (the "Termination Date").

6. License Renewal

- 6.1. At the option of the Licensee, and upon written notice to the City not less than six (6) months in advance of the Termination Date, this License Agreement may be renewed for one (1) further term of ten (10) years, unless earlier terminated in accordance with this Agreement.

7. License Fee

- 7.1. In consideration for its use and occupation of the Lands, the Licensee agrees to pay to the City an annual license fee (the "License Fee") of One Dollar (\$1.00), payable ten (10) years in advance.

8. Payment of Fee

- 8.1. All payments of the License Fee to be made by the licensee pursuant to this License shall be delivered to the City at the City's address for service set out in Section 22 or to such other place as the City may from time to time direct in writing.

9. Licensee Expenses

- 9.1. The Licensee shall also pay for all utilities, including but not limited to expenses for hydro, gas and municipal water service, incurred for the Licensee Events.
- 9.2. The Licensee shall be responsible for the maintenance and repair of the buildings, fixtures and appurtenances built, constructed or installed by the Licensee on the Lands (the "Buildings"), including providing ongoing maintenance, and in relation to all heating, air conditioning, fire protection and related improvements, without exception.
- 9.3. It is understood and agreed that should Historical Societies become legally liable in the future for the payment of any tax(es) associated with the Licensee's use of the Lands, including but not limited to property tax, the Licensee will assume full responsibility for the payment of such tax(es) and will remit same to the appropriate authority when due and the City will not be obligated to pay any portion of such tax(es).
- 9.4. It is understood and agreed that the City will not be obligated to participate in any maintenance or capital expenditures on the Lands, except as specified by this Agreement or as may be offered or agreed upon from time to time in writing.

10. Licensee's Covenants

- 10.1. The Licensee shall not do or permit to be done on the Lands anything that may:
 - a) constitute a nuisance;
 - b) cause damage to the Lands;
 - c) cause injury or annoyance to an Other Licensee or occupants or owners of neighbouring properties;
 - d) make void or voidable any insurance upon the Lands or any part of the Buildings;
 - e) constitute a breach of any by-law, statute, order or regulation of any municipal, provincial, federal or other competent authority relating to the Lands; or
 - f) cause any lien, mortgage, or other encumbrance to be incurred or registered against the Lands.
- 10.2. The Licensee agrees:
 - a) that the doors to the Buildings shall be kept closed and locked when the Lands are not being attended for Licensee Events or by members of the Historical Society;
 - b) to be solely responsible for and maintain the interior and exterior of the Buildings and all improvements in relation thereto and all exterior public access areas in a good state of repair safe and fit for public access and use;
 - c) to maintain and service all required fire extinguishers, alarms, smoke and fire detection and carbon monoxide systems in the Buildings and

any and all fire, building and health retrofit requirements as may apply and be required from time to time;

- d) to supply and maintain external security lights around the Lands;
- e) to keep walkways, entrances and parking areas in a safe and fit state to allow the use of the Lands throughout the year and to insure for all liability in relation to the public use of the Lands in accordance with this Agreement;
- f) to provide the City with a key to any lock on any gate providing access to the Lands;
- g) to permit reasonable access to the Lands for the general public and community groups using facilities located on the Lands.

11. State of the Lands

- 11.1. The Licensee agrees to accept the Lands on an "as is" basis. The Buildings on the Lands shall be identified and listed in the attached Schedule "B" and will be deemed to be the property of the City.

12. Alterations and Additions

- 12.1. If the Licensee during the Term of this Agreement, or any renewal thereof, desires to make any alterations or additions to the Lands, including but not limited to: painting, erecting partitions, attaching equipment, and installing necessary furnishings or additional equipment, the Licensee may do so at its own expense, at any time and from time to time, if the following conditions are met:

- a) before undertaking any alteration or addition the Licensee shall submit to the City a plan showing the proposed alterations or additions and items included in the plan which are regarded by the Licensee as "Trade Fixtures" shall be designated as such on the plan, and the Licensee shall not proceed to make any such alteration unless the City has approved the plan and appended Schedule "A";
- b) any and all alterations or additions to the Lands made by the Licensee must comply with all applicable building and fire code standards, by-laws and fees;
- c) such additions or alterations shall not be of such nature or extent as to in any manner weaken the structure of the Trade Fixtures or the Lands or reduce the value of the Trade Fixtures, the Lands, or the property of any Other Licensee; and
- d) any such maintenance or improvements to the Lands shall be undertaken in a good and workmanlike manner by the Licensee and shall be executed by duly qualified and licensed tradesmen.

- 12.2. The Licensee shall be responsible for and pay the cost of any alterations, additions installations or improvements that any governing authority, municipal, provincial, federal or otherwise, may require to be made in, on or to the Lands or in connection with any private protective system used by the Licensee.

- 12.3. All signage, advertisement or notices inscribed, painted or affixed by the Licensee, or any other person on the Licensee's behalf, on any part of the inside or outside of a Building or on the Lands must be in accordance with City policy.

- 12.4. All alterations and additions to the Premises made by or on behalf of the Licensee not in accordance with this Agreement shall immediately become the

property of the City without compensation to the Licensee, unless otherwise agreed by the parties in writing.

- 12.5. The Licensee agrees, at its own expense and by whatever means may be necessary, immediately to obtain the release or discharge of any encumbrance that may be registered against the City's property in connection with any additions or alterations to the Lands made by the Licensee in connection with any other activity of the Licensee.
- 12.6. The Licensee agrees that upon the expiration of the Term or any extension or renewal thereof, or upon other termination of this License, the Licensee shall leave the Lands in a state of good repair, reasonable wear and tear excepted.

13. Repairs and Maintenance

- 13.1. The Licensee acknowledges that the City shall not be responsible for nor shall it assume any liability or responsibility for any capital expenditures, repairs or alterations of any nature whatsoever related to the Licensee's use of the Lands and in default of this covenant, the City shall have the right to terminate this License.
- 13.2. The Licensee shall not obstruct persons authorized by the City to enter the Lands to examine the condition thereof and view the state of repair at all reasonable times:
 - a) and if upon such examination repairs are found to be necessary, written notice of the repairs required shall be given to the Licensee by or on behalf of the City and the Licensee shall make the necessary repairs within the time specified in the notice;
 - b) and if the Licensee refuses or neglects to keep the Lands in good repair the City may, but shall not be obliged to, make any necessary repairs, and shall be permitted to enter the Lands, by itself or its servants or agents, for the purpose of effecting the repairs without being liable to the Licensee for any loss, damage or inconvenience to the Licensee in connection with the City's entry and repairs, and if the City makes repairs the Licensee shall pay the cost of them immediately.
- 13.3. Upon expiry of the Term or other determination of this License the Licensee agrees to peaceably surrender the Lands, including any alterations or additions made thereto, to the City in a state of good repair.
- 13.4. The Licensee shall immediately give written notice to the City of any damage that occurs to the Lands from any cause.

14. Environmental

- 14.1. The Licensee shall be, at its own expense, responsible for any loss, costs, damages, charges or expenses whatsoever which may be sustained by the City as a result of any environmental contamination, spill or hazard as may be created by the Licensee during its use of the Lands.
- 14.2. Execution of this License constitutes confirmation that any environmental damage occurring as a result of its occupation of the Lands shall be remedied upon the expiration of the License at the sole cost of the Licensee.

15. Insurance

- 15.1. During the License Term and any renewal thereof, the Licensee shall provide and maintain Homeowners' Insurance on an occurrence basis and shall include, but is not limited to legal liability and personal liability, property damage including loss of use thereof, contractual liability, tenant's legal liability and all risk property coverage on all property owned by or for which the Licensee is legally liable in an amount of the full replacement cost of the

property. Such policy shall be written for an inclusive liability limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence, with a deductible that is acceptable to the City. To achieve the desired limit, umbrella or excess liability insurance may be used. The policy shall be issued by an insurance company authorized by law to carry on business in the Province of Ontario and *The Corporation of the City of Kawartha Lakes* shall be named as an additional insured on the policy.

- 15.2. The insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.
- 15.3. The insurance will not be cancelled, permitted to lapse or materially changed unless the insurer for the Licensee notifies the City in writing at least thirty (30) days prior to the effective date of cancellation, expiry or change.
- 15.4. Upon execution of this License, and annually thereafter, the Licensee shall provide the City with a Certificate of Insurance as confirmation of the above-requested insurance coverage, including a copy of the endorsement issued by the Homeowners' Insurance provider extending full coverage to the Encroachment located on the Lands. If requested by the City, the Licensee shall provide copies of the said insurance policies.
- 15.5. If the City receives notification that the insurance policy has been cancelled, this License will terminate immediately.

16. Indemnity

- 16.1. The Licensee shall at all times indemnify and save harmless the City, its employees, agents and members of council from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by, or imposed on the City in respect of any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, arising out of or occasioned by the maintenance, use or occupancy of the Lands or as a result of this License or any operation connected therewith except for the negligence or willful misconduct of the City.
- 16.2. The Licensee further covenants to indemnify and save harmless the City with respect to any encumbrance on or damage to the Lands or the Corporation of the City of Kawartha Lakes occasioned by or arising from the act, omission, default, or negligence of the Licensee, its officers, agents, servants, employees, contractors, customers and/or invitees.
- 16.3. The foregoing indemnities shall survive the termination of this License notwithstanding any provisions of this License to the contrary.

17. Acts of Default and City's Remedies

- 17.1. An "Act of Default" has occurred when:
 - a) The Licensee has breached its covenants or failed to perform any of its obligations under this License; and
 - i. the City has given fifteen (15) days notice, or such longer period as the City may determine in its sole discretion, specifying the nature of the default and the steps required to correct it; and,
 - ii. The Licensee has failed to correct the default as required by the notice;
 - b) The Licensee has;
 - i. become bankrupt or insolvent or made an assignment for the benefit of creditors;

- ii. had its property seized or attached in satisfaction of a judgment;
 - iii. had a receiver appointed;
 - iv. committed any act or neglected to do anything with the result that a Construction Lien or other encumbrance is registered against the City's property;
 - v. without the consent of the City, made or entered into a license to make a sale of its assets to which the Bulk Sales Act applies;
 - vi. taken action if the Licensee is a corporation, with a view to winding up, dissolution or liquidation;
 - vii. ceased to exist.
- c) any insurance policy is cancelled or not renewed by reason of the use or occupation of the Lands, or by reason of non-payment of premiums;
- d) the Lands;
- i. become vacant or remain unoccupied by the Licensee for a period of ninety (90) consecutive days or
 - ii. is used by any other person or persons, or for any other purpose than as provided for in this License without the written consent of the City.

17.2. When an Act of Default on the part of the Licensee has occurred the City shall have the right to terminate this License.

17.3. If, because an Act of Default has occurred, the City exercises its right to terminate this License prior to the end of the Term, the Licensee shall nevertheless be liable for payment of the License Fee and all additional fees and all other amounts payable by the Licensee in accordance with the provisions of this License.

17.4. If, when an Act of Default has occurred, the City chooses not to terminate the License, the City shall have the right to take any and all necessary steps to rectify any or all Acts of Default of the Licensee and to charge the costs of such to the Licensee.

17.5. If, when an Act of Default has occurred, the City chooses to waive its right to exercise the remedies available to it under this License or at law, the waiver shall not constitute condonation of the Act of Default, nor shall the waiver be pleaded as an estoppel against the City to prevent its exercising its remedies with respect to a subsequent Act of Default. No covenant, term, or condition of the License shall be deemed to have been waived by the City unless the waiver is in writing and signed by the City.

18. Termination Upon Notice and at End of Term

18.1. In the unlikely event that the City finds it necessary at any time to remodel, demolish, sell or change the land use of the Lands or any part thereof, to an extent that renders continued possession by the Licensee impracticable, the Licensee shall, upon receiving five hundred and forty-five (545) clear days' written notice from the City, representing not less than one and one half years' notice:

- a) surrender the License, including any unexpired remainder of the Term; and
- b) vacate the Lands.

- 18.2. In the event that the entire or any portion of the Lands are expropriated, this Agreement shall be cancelled without further recourse by either party against the other. The City and the Licensee may exercise fully all rights, remedies and claims from compensation which each may have under applicable legislation. The City and the Licensee shall inform each other fully of the claims for compensation made by each of them in the event of any expropriation, shall not claim compensation on any basis inconsistent with this Agreement, and shall afford reasonable co-operation to each other in the prosecution of any property separate claim.
- 18.3. In the event of the permanent closure of the Lands for any reason whatsoever and made in the sole discretion of the City, acting reasonably, the City shall have the right to terminate this Agreement by giving written notice to the Licensee in which case the License shall be cancelled without further recourse by either party against the other. The City and the Licensee may exercise fully at their rights, remedies and claims for compensation which each may have as a result of the closing of the Lands. The City and the Licensee shall inform each other fully, in writing, of the claims for compensation made by each of them in the event of the Lands being closed, shall not claim compensation on any basis inconsistent with this License and shall afford reasonable co-operation to each other in the prosecution of any property separate claim.
- 18.4. If the Licensee is not in default of its obligations pursuant to this Agreement, at the expiration of the Term or any renewal period, or upon earlier determination of the Term, the Licensee has the right to remove, at its sole cost all Trade Fixtures on the Lands. The Licensee agrees to restore the Lands upon which the removed Trade Fixtures were located, to a state of repair satisfactory to the City within six (6) months of the date of termination of the Term.
- 18.5. If the Licensee remains in possession of the Lands after termination of the License as aforesaid and if the City then accepts payment of the License Fee for the Lands from the Licensee, it is agreed that such overholding by the Licensee and acceptance of License Fee by the City shall create a monthly license and that the occupation of the Lands by the Licensee shall remain subject to all the terms and conditions of this License except those regarding the Term and renewal options.

19. Acknowledgement by Licensee

- 19.1. The Licensee agrees that it will at any time or times during the Term or any renewal or extension period thereof, upon being given at least forty-eight (48) hours prior written notice, execute and deliver to the City a statement in writing certifying:
- a) that this Agreement is unmodified and is in full force and effect (or if modified stating the modifications and confirming that the Agreement is in full force and effect as modified);
 - b) the License Fee being paid;
 - c) the dates to which the License Fee has been paid;
 - d) other charges payable under the Agreement which have been paid;
 - e) particulars of any prepayment of License Fees; and
 - f) particulars of any agreement executed by the Licensee with respect to holding of a Licensee Event on the Lands.

20. Subordination and Postponement

- 20.1. This Agreement and all the rights of the Licensee under this Agreement are subject and subordinate to any and all charges against the land, buildings or improvements of which the Lands form a part, whether the charge is in the nature of a mortgage, trust deed, lien or any other form of charge arising from

the financing or re-financing, including extensions or renewals, of the City's interest in the property.

20.2. Upon request of the City the Licensee will execute any form required to subordinate its License and the Licensee's rights to any such charge, and will, if required, attorn to the holder of the charge.

20.3. No subordination by the Licensee shall have the effect of permitting the holder of any charge to disturb the occupation and possession of the Lands and by Licensee as long as the Licensee performs its obligations under this License.

21. Rules and Regulations

21.1. The Licensee agrees on behalf of itself and all persons entering the Lands with the Licensee's authority or permission to abide by such reasonable written rules and regulations that form part of the Agreement and as the City may make from time to time.

22. Notice

22.1. Any notice required of permitted to be given by one party to the other pursuant to the terms of this License shall be given:

To the City at:

The Corporation of the City of Kawartha Lakes
Attention: Clerk's Office
26 Francis Street, P.O. Box 9000
Lindsay, Ontario K9V 5R8
Fax: (705) 324-8110
E-mail: clerks@kawarthalakes.ca

To the Licensee at:

Manvers Township Historical Society
Attention: Kathleen Morton, President
1480 Hwy 7A
Bethany, Ontario L0A 1A0
Fax: (705) 277-2636
E-mail: kmorton131@gmail.com

22.2. The above addresses may be changed at any time by giving ten (10) days written notice to the other party to this License.

22.3. Any notice given by one party to the other in accordance with the provisions of this License shall be deemed conclusively to have been received on the date delivered if the notice is served personally or sent by facsimile transmission or seventy-two (72) hours after mailing if the notice is mailed.

23. Registration

23.1. The Licensee hereby acknowledges and agrees that this License does not create or confer on the Licensee any interest in the Lands, that this License is personal to the Licensee and that this License merely confers on the Licensee the non-exclusive right to enter onto and occupy the Lands for the Term for the purpose of holding Licensee Events. Accordingly, the Licensee agrees that it shall not at any time register notice of or a copy of this License on title to the Lands or the property of which the Lands forms part.

24. Assignment and Transfer

24.1. The Licensee shall not assign or transfer all or any part of its interest in this License without the prior written consent of the City, which consent may be unreasonably withheld.

- 24.2. The consent of the City to any assignment or transfer of interest in this License shall not operate as a waiver of the necessity for consent to any subsequent assignment or transfer.
- 24.3. Any consent granted by the City shall be conditional upon the assignee or transferee executing a written License directly with the City agreeing to be bound by all the terms of this License as if the assignee or transferee had originally executed this License as Licensee.
- 24.4. Any consent given by the City to any assignment or other disposition of the Licensee's interest in this License shall not relieve the Licensee from its obligations under the License.
- 24.5. If the party originally entering into this License as Licensee, or any party who subsequently becomes the Licensee by way of assignment or transfer or otherwise as provided for in this License, is a corporation then;
- a) the Licensee shall not be entitled to deal with its assets in any way that results in a change in the effective voting control of the Licensee unless the City first consents in writing to the proposed change, and;
 - b) if any change is made in the control of the Licensee corporation without the written consent of the City then the City shall be entitled to treat this License as terminated.
 - c) The Licensee agrees to make available to the City or its authorized representatives the corporate books and records of the Licensee for inspection at reasonable times.

25. Amendment

- 25.1. No alteration, amendment, change or addition to this License shall be binding on the City and/or the Licensee unless such alteration, amendment, change or addition is reduced to writing and signed by both the City and the Licensee.

26. Confirmation

- 26.1. The parties hereto hereby confirm that this License is a non-exclusive license to occupy and use the Lands only and shall not constitute a lease of the Lands and that the provisions of the *Commercial Tenancies Act* (Ontario) shall not apply hereto.

27. Entire License

- 27.1. It is agreed and understood that this License (including the schedules referred to herein, which are hereby incorporated by reference) constitutes the entire License between the parties with respect to the subject matter hereof and supersedes all prior arrangements, proposals, understandings and negotiations, both written and oral, between the parties or their predecessors with respect to the subject matter of this License.

28. General Matters of Intent and Interpretation

- 28.1. Each obligation under this License is a covenant.
- 28.2. The headings in this License are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 28.3. The use of the neuter singular pronoun to refer to the City or the Licensee is a proper reference even though the City or the Licensee is an individual, a partnership, a corporation or a group of two or more individuals, partnerships or corporations. The grammatical changes needed to make the provisions of this License apply in the plural sense when there is more than one City or

Licensee and to corporations, associations, partnerships or individuals, males or females, are implied.

- 28.4. Whenever a statement or provision in this License is followed by words denoting including or example (such as "including" or "such as") and there is a list of, or reference to, specific matters or items, such list or reference shall not be read so as to limit to restrict the generality of such statement or provision, even though words such as "without limitation" or "without limiting the generality of the foregoing" do not precede such list of reference.
- 28.5. If a part of this License or the applications of it to a person or circumstance, is to any extent held or rendered invalid, unenforceable or illegal, that part:
- a) is independent of the remainder of the License and is severable from it, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of this License; and
 - b) continues in all circumstances except those as to which it has been held or rendered invalid, unenforceable or illegal.
- 28.6. This License will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 28.7. Time is of the essence of this License.
- 28.8. To the extent that liability exists at the time of expiry or earlier surrender or termination of this License, the covenant(s) from which such liability is derived shall survive such expiry or earlier surrender or termination.

29. Force Majeure

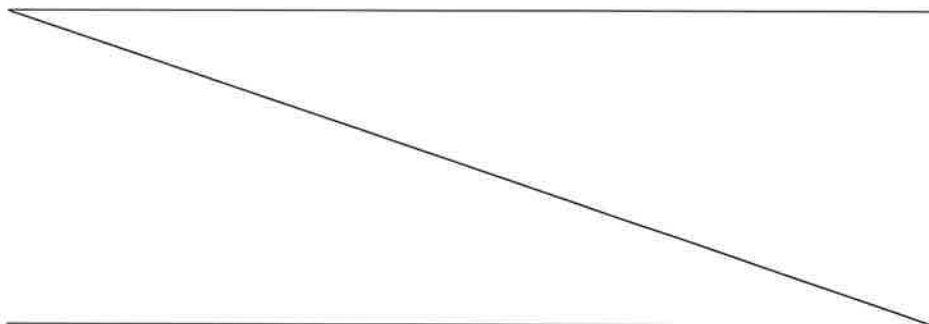
- 29.1. Except for any obligation to pay money, neither party will be liable for any failure or delay in its performance under this License due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labour shortage or dispute, governmental act or failure of the Internet, provided that the delayed party:
- a) gives the other party prompt notice of such cause; and
 - b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance.

30. Compliance With Laws

- 30.1. The Licensee agrees to comply with all lawfully enacted statutes, regulations and by-laws of the Province of Ontario, the Government of Canada, and the City, as such may from time to time apply to the Licensee or its occupation of the Lands.

31. Successors

- 31.1. The rights and obligations under this License extend to and bind the parties and their respective successors and permitted assigns.



32. Electronic Signatures

32.1. This Agreement may be executed and delivered by facsimile or other electronic means, which electronic copies shall be deemed to be original.

DATED at Lindsay, this _____ day of _____, 2023

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

PER: _____
Name: Doug Elmslie
Title: Mayor

PER: _____
Name: Cathie Richie
Title: City Clerk

We have authority to bind the Corporation

I/We hereby accept the above License on the terms and conditions contained therein

DATED at Lindsay, this 14th day of December, 2023

MANVERS TOWNSHIP HISTORICAL SOCIETY

PER: _____
Name: Teresa Jordan
Title: President

(I/We have authority to bind the Corporation)

SCHEDULE "A"

The Lands



SCHEDULE "B"

Pontypool Grain Elevator



