

## LETTER OF AUTHORIZATION

BETWEEN:

### THE CORPORATION OF THE TOWN OF FORT FRANCES

(Hereinafter called “ The Transferor)

- And –

### HAROLD KELLY

(Hereinafter Called “ The Transferee)

The Corporation of the Town of Fort Frances, the registered owner of the freehold land registered in the Office of the Land Titles at Fort Frances as Parcel 107, Part NE ¼ Section 31, and as Lot A, Concession 1, Lot B, Concession 1, Part of Lot C, designated as Parts 1 and 5, Plan 48R-1131, and the North Half of Lot 1, Concession 1 in the Township of Miscampbell, District of Rainy River, as in consideration of the covenants and conditions hereinafter mentioned and an annual rental fee of two thousand seven hundred dollars (\$2,700.00), grant to Town of Fort Frances, payable on or before December 31 of every year by Harold Kelly, of the said Township of Emo in the District of Rainy River, use of lands hereinafter described:

Part NE ¼ Section 31, Part Parcel 107, comprised of 46 hectares more or less, and as Lot A, Concession 1, Lot B, Concession 1, Part of Lot C, designated as Parts 1 and 5, Plan 48R-1131, and the North Half of Lot 1, Concession 1 in the Township of Miscampbell, District of Rainy River, the number of available acres may increase or decrease based on airport development, as shown outlined on drawings attached hereto as Schedule “A”, for the right to enter upon and use the subject lands for growing and crop as outlined in the proposal, as and from the 10<sup>th</sup> day of May, 2017 and for so long thereafter as the Transferee may exercise the rights and privileges hereby given on the following terms and conditions which are mutually covenanted and agreed to by and between the Transferor and Transferee.

This Agreement involves the maintenance of hay fields at the Fort Frances Airport. The number of available acres may increase or decrease based on airport development. No cereal crops such as oats, barley, etc. are to be planted as these crops create a bird hazard to aircraft. The scope of the work is to cultivate and reseed the fields on a rotating basis to maintain the fields in reasonable surface condition as well as control the growth of brush. A minimum of one fifth (1/5) of the total acreage must be worked up and reseeded in each of the first five (5) years. This work will be performed in exchange for the hay with no additional costs to the Transferor.

The hay is to be cut, baled and removed on an annual basis by October 31 of each year. Bales are not to be left in the approach slopes of any runway, or in an area that may jeopardize the safety of aircraft movements. Access roads must be kept clear so as not to interfere with vehicle traffic.

1. The Transferee shall not put to use nor permit the use of the subject lands for any other purpose than is expressly permitted pursuant to this agreement. For certainty, The Transferee shall not carry on upon the subject lands any business, nor assign nor sublet the land or any part of it and shall not store or keep any animals, materials or equipment on the subject lands. Access to the subject lands shall be by existing road shown on the drawing attached as Schedule “A” unless otherwise approved in writing by the Transferor.
2. The Transferee shall indemnify and save harmless the Transferor against and from all liability, and from any loss or damage howsoever caused or arising out of the exercise by the Transferee of the rights hereby granted by the Transferor. For the purpose of this clause, the Transferee shall maintain a policy of liability insurance of not less than five million dollars per occurrence (\$5,000,000.00), with the

Corporation of the Town of Fort Frances as an additional named insured at no cost of the Transferor.

3. Upon the discontinuance of the use of the subject lands and of the exercise of rights hereby granted, the Transferee shall restore to the satisfaction of the Transferor the lands to the same condition, so far as may be practicable so to do, as they were in prior to the entry thereon and the use thereof by the Transferee.
4. The Transferee, performing and observing the covenants and conditions on its part to be performed and observed pursuant to this agreement, shall and may peaceably hold and enjoy the license, liberty, privileges and rights hereby granted without unreasonable hindrance, molestation or interruption on the part of the Transferor or of any persons, firms or corporations claiming by, through, under or in trust of the Transferor.
5. The Transferee shall not, without the prior written consent of the Transferor excavate, drill, install, erect or permit to be excavated, drilled or installed or erected on or under the subject lands, any pit, well, foundation, pavement, rock-garden, patio or any other structure or installation on the subject lands.
6. All notice to be given hereunder may be given by registered letter addressed to the Transferor at Attn: Municipal Clerk, 320 Portage Avenue, Fort Frances, Ontario, P9A 3P9 and to the Transferee at RR #1 Emo Ontario, 877 Fisher Road, P0W 1E0 or such addresses as the Transferor and the Transferee may, respectively from time to time appoint in writing; and any such notice shall be deemed to be given to and received by the addressee seven days after the mailing thereof, postage prepaid.
7. The privileges granted to the Transferee by the Transferor shall be for an initial period of five (5) years commencing May 10, 2017 and ending on May 9, 2022 and may be extended by the Transferor at its discretion, if satisfied that the Transferee is in compliance with this agreement and that the lands have not been adversely affected by the Transferee's use.
8. Equipment operators will be required to obtain an Airport Vehicle Operator's Permit and will be responsible to adhere to all regulations and procedures as directed by the Airport Superintendent or his Designate. The airport office must receive twenty-four (24) hours prior notification as to when and where the work is to commence. Equipment is not to enter onto aircraft movement areas without prior approval from airport personnel.
9. The Transferee will be required to sign an Occupational Health and Safety Agreement and must adhere to the regulations as outlined under the Canada Labour Code – Part II.
10. The rights of use and privileges granted herein are at the discretion of the Transferor and may be cancelled at any time for reasonable cause and upon thirty (30) days written notice by the Transferor to the Transferee.

IN WITNESS WHEREOF the Transferor and the Transferee have executed and delivered this transfer of easement, this \_\_\_\_ day of \_\_\_\_\_ A.D. 2017.

For the Transferor:

CORPORATION OF THE TOWN OF  
FORT FRANCES:

Mayor

Clerk

Witness:

For the Transferee:

Harold Kelly