

**Schedule "A"**  
**Tie-down Space Land Use Permit Terms and Conditions**

It is agreed by the parties that:

1. This application, when signed by the Applicant ("Permit Holder") and The District Municipality of Muskoka ("Muskoka"), shall be a contract between the Permit Holder and Muskoka.
2. This agreement gives the Permit Holder the right to use the described site for parking or storage of aircraft and does not convey any right, title or interest in the land. This agreement is a Land Use Permit and is not a Grant, Licence of Occupation, or Lease of Land.
3. The Permit Holder shall pay the prescribed annual fee for use of the site plus H.S.T. and any other applicable taxes, fees or charges on the first day of each year of the term. The Permit Holder acknowledges that the fee for use and any applicable taxes, fees or charges may be adjusted from time to time. Muskoka may terminate this permit if payment is not made by the due date.
4. The Permit Holder acknowledges that the site may be assessable under the Assessment Act. The Permit Holder shall pay in addition to other amounts payable under the permit, any and all taxes, rates and assessments of whatsoever description that may be levied against the property, in the manner prescribed by the taxing authority.
5. The Permit Holder is entitled to use the site to park or store the number of aircraft specified in the permit. The Permit Holder must request permission from Muskoka to park or store any additional aircraft at the site, which consent Muskoka may arbitrarily withhold. If Muskoka provides permission to park or store additional aircraft at the site, additional charges must be paid by the Permit Holder.
6. The Permit Holder covenants with Muskoka as follows:
  - (a) to only use the site for parking or storage of aircraft and for no other purpose whatsoever;
  - (b) to pay the fee for use of the site in accordance with this permit;
  - (c) to pay any municipal or other taxes or fees that may be levied against the property;
  - (d) to comply at all times with Muskoka's Airport policies, rules and regulations, Muskoka by-laws and all applicable provincial or federal legislation, as updated or amended from time to time;
  - (e) to permit representatives of Muskoka to inspect the site for any reason whatsoever at any time;
  - (f) to maintain the site in a clean, sanitary and fire-safe condition at all times and to not allow paper, refuse, garbage or other loose or objectionable materials to lie or accumulate at the site;
  - (g) to take out and keep in force during the term a policy of public liability and property damage insurance for buildings, structures or works of any kind placed upon or erected at the site, whether existing or not on the Permit Effective Date, providing coverage in respect of any one accident to the limit of at least two million (\$2,000,000.00) dollars, exclusive of interest and costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising out of any act or omission on the part of the Permit Holder, its servants or agents, and to forward a copy of the insurance certificate to Muskoka upon request; and
  - (h) to indemnify and forever save and keep harmless Muskoka, its officers, servants and agents from and against any and all claims, demands, suits, actions, damages, loss, costs or expenses arising out of any injury to persons including death, or loss or damage to property of others which may be or be alleged to be caused by or suffered as a result of or in any manner associated with the exercise of any right or privilege granted to the Permit Holder by this Land Use Permit.
7. Any building, structure, installation or works ("Improvements"), erected or to be erected on the site, or any alteration, renovation, enlargement or reconstruction of improvements, including any land alterations whatsoever, must first be approved by Muskoka and must comply with all applicable building and fire code standards, all federal legislation governing the construction and development at airports and any by-laws, policies or

requirements of Muskoka for Muskoka Airport lands. The Permit Holder acknowledges and agrees that any and all improvements are temporary and at the will and discretion of Muskoka and that no permanent rights of any kind whatsoever are conferred by Muskoka's approval.

8. The Permit Holder shall not install any utilities whatsoever at the site, including but not limited to hydro, natural gas, water wells or septic systems.
9. The Permit Holder shall not store at the site any fuel, oils or hazardous materials of any kind.
10. (1) Subject to section 10 (2) herein, the Permit Holder shall remove all safety hazards present at the site at any time and restore the site to a safe condition within twenty-four (24) hours of written notice by Muskoka, failing which Muskoka may remove the safety hazard and restore the site to a safe condition at the Permit Holder's sole expense. The Permit Holder agrees to pay to Muskoka, forthwith upon demand, any and all costs incurred by Muskoka in completing the said work.  
  
(2) Notwithstanding anything to the contrary, in the event of any conflict between this permit and any applicable legislation, the provisions of the applicable legislation shall govern. Without limiting the generality of the foregoing, the obligations of the Permit Holder under the said legislation shall apply regardless of whether Muskoka has given notice under section 10 (1) herein.
11. The Permit Holder shall not place, install or store any portable structures or vehicles at the site, including but not limited to, porta potties, fuel tanks, trailers, motor vehicles, boats, motorcycles, all terrain vehicles ("ATVs") or snowmobiles.
12. The Permit Holder shall ensure that all persons, animals and motor vehicles entering the Airport lands remain at least fifty (50) feet from all paved taxiways.
13. The Permit Holder shall keep all animals on Airport lands leashed at all times.
14. The tie-down area shall be accessed only through the assigned security gate entrance and the Permit Holder shall ensure that the assigned security gate remains locked except where supervised. Vehicular access to the tie-down site via the paved taxiway is prohibited.
15. Muskoka shall provide all season vehicular and aircraft access to the tie-down area. The Permit Holder acknowledges that Muskoka does not guarantee the quality of vehicular or aircraft access to the tie-down area and that priority for snow removal is given to the airport runway, public apron and paved taxiways.
16. This permit shall not be assigned or transferred, mortgaged or pledged.
17. This permit will automatically terminate, and all rights of the Permit Holder will expire, on the stated termination date, or on the death or bankruptcy of the Permit Holder, or on the winding up or dissolution of the Permit Holder's affairs. This condition cannot be waived by Muskoka and, if further use of the land is desired, an application for a new Land Use Permit must be submitted.
18. Subject to section 20 (b) herein, the Permit Holder shall retain ownership of any improvements erected at the site by the Permit Holder. The Permit Holder may remove its improvements at any time.
19. (1) Muskoka may revoke or cancel this permit upon:
  - (a) fifteen (15) days written notice for non-payment of fees or charges;
  - (b) ninety (90) days written notice when:
    - (i) the permitted usage comes into conflict with a new or revised land use plan for the Muskoka Airport lands, as determined by Muskoka; or
    - (ii) it is, in the opinion of Muskoka, considered in the public interest to do so; or
  - (c) thirty (30) days written notice for violation of any condition or provision of this permit or by-law 2010-23 not within sections 19 (1) (a) or (b) herein.

The Permit Holder expressly agrees that any decision made by Muskoka pursuant to this condition is final.

(2) The Permit Holder may terminate this permit at any time upon thirty (30) days written notice to Muskoka.

20. Upon expiry, cancellation, revocation or other termination of this permit:

- (a) the Permit Holder shall, within thirty (30) days of termination, remove all improvements, property or other assets from the site, and leave the site in a clean and safe condition, restored as much as possible to its original state;
- (b) where the Permit Holder fails to remove the improvements, property or other assets from the site within thirty (30) days of termination, the Permit Holder will be deemed to have surrendered ownership of the said improvements, property or other assets to Muskoka and Muskoka will not be obligated whatsoever to pay compensation therefore; and
- (c) where the Permit Holder fails to remove the improvements, property or other assets from the site or fails to restore the site to a clean and safe condition, to the satisfaction of Muskoka, within thirty (30) days of termination, the Permit Holder agrees to pay to Muskoka, forthwith upon demand, any and all costs incurred by Muskoka in disposing of or destroying the said improvements, property or other assets and restoring the site to a clean and safe condition.

21. The Permit Holder acknowledges and confirms that:

- (a) upon termination of this permit, the decision to issue a new permit is at the sole discretion of Muskoka, and the Permit Holder has no right to, nor reasonable expectation for, the issuance of a new permit, regardless of prior use;
- (b) the successive issuance of any permit or permits for the use of the site will not create any future rights or interests whatsoever in the land;
- (c) should any improvements whatsoever be made to or on the land, this will not confer upon the Permit Holder any right to use the land other than within the terms of this permit, nor will it give the Permit Holder any rights to an expectation of future permits to the Permit Holder; and
- (d) there are no other representations, warranties or conditions between Muskoka and the Permit Holder, for the use of the site.

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