

TEMPORARY LICENSE FOR USE OF REAL PROPERTY

THIS LICENSE, made and entered into this 1st day of January 2010, by and between the **ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS** whose address is 17090 Monument Circle, Isle of Wight, Virginia 23397 and whose interest in the property hereinafter described is that of fee simple owner, hereinafter called the "LICENSOR", and Tidewater Modle Soaring Society whose address is 1113 110 Brackley Court, Suffolk, VA 23434, hereinafter called the "LICENSEE":

WITNESSETH:

WHEREAS, the LICENSEE has requested the use of LICENSOR property for the purpose of members of the organization to remotely fly sail planes on said property, as more fully set forth in LICENSEE'S proposal entitled TMSS Activities and Schedule which is attached hereto as Exhibit A and incorporated by reference (the "Proposal"); and

WHEREAS, in the interest of cooperation and the desire to assist the LICENSEE, the LICENSOR grants to the LICENSEE a temporary license to use LICENSOR'S property (as more clearly described herein) under the terms and conditions of this LICENSE.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions herein contained, it is agreed as follows:

- 1) The LICENSOR grants the LICENSEE the unrestricted right to enter upon the land described as follows:

That property commonly referred to as "Heritage Park" consisting of all that certain lot, piece, or parcel of land, with the buildings and improvements thereon and the appurtenances thereunto belonging, consisting of Tax Map Parcel Number 46-01-051, situate, lying and being in the Hardy Magiserial District of Isle of Wight County, Virginia

(hereinafter referred to as the "Premises") together with necessary ingress and egress over other lands of the LICENSOR during the period beginning on the effective date of this agreement and ending on March 31, 2010 (**a total of 455 days**), in order that the LICENSEE and its employees, representatives, agents or subordinates may enter and use said area to conduct whatever actions as necessary in furtherance of the Proposal.

- 2) If any action of the LICENSEE'S employees or agents in the exercise of said business activity results in damage to the real property, the LICENSEE will, in its sole discretion, either repair such damage or make an appropriate settlement with the LICENSOR. In no event shall such repair or settlement exceed the fair market values of the fee title to the real property at the time immediately preceding such damage. The provisions of this clause are without prejudice to any rights the LICENSOR may have to make a claim under applicable laws for any damage other than those provided for herein.
- 3) The LICENSEE agrees to notify the LICENSOR as soon as possible if any damage and/or losses result from any incident of usage by calling (757) 365 - 6204 or write to the County Administrator, Isle of Wight County, 17090 Monument Circle, Suite 138, Isle of Wight, Virginia, 23397, certified, return receipt, with copy to the County Attorney, 17090 Monument Circle, Suite 128, Isle of Wight, Virginia 23397.
- 4) The LICENSEE assumes liability for all claims and/or damages arising out of the acts, omissions, or negligence of the LICENSEE or its employees, representatives, agents or subordinates acting within the scope of their employment (1) resulting from LICENSEE operations on the the Premises or (2) the failure of the LICENSEE or its employees, representatives, agents or subordinates acting in the scope of their employment to observe and abide by any of the terms or conditions of this LICENSE.
- 5) All equipment, supplies, or other property of whatsoever nature placed upon the property by the LICENSEE will be removed by the LICENSEE upon expiration of this LICENSE.

- 6) This LICENSE is subject to cancellation by either party upon ten (10) days written notice. Notice given by the LICENSEE shall be addressed to the County Administrator, Isle of Wight County, 17090 Monument Circle, Suite 138, Isle of Wight, Virginia 23397, with copy to the County Attorney, 17090 Monument Circle, Suite 128, Isle of Wight, Virginia 23397. Notice given by the LICENSOR shall be addressed to Leonard Strickland. Said notice shall be computed commencing with the day after the date of mailing.
- 7) Contractual claims shall be processed in accordance with the procedure in Section 2.2-4363 of the Code of Virginia (1950, as amended). The LICENSEE shall submit its claim, whether for money or other relief, in writing to the LICENSOR no later than sixty (60) days after final payment. The LICENSOR will meet at the next regularly scheduled Board meeting, after due notice, to discuss the claim. The LICENSOR shall issue its final decision on the claim in writing ninety (90) days after the Board meeting.
- 8) The parties hereto agree that this agreement shall be deemed to have been made in Virginia and that the validity and construction of this agreement shall be governed by the laws of the Commonwealth of Virginia. The parties further agree that any legal action or proceeding arising out of this agreement shall be commenced and tried in the Circuit Court of Isle of Wight County, Virginia to the express exclusion of any otherwise permissible forum.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

ISLE OF WIGHT COUNTY BOARD OF SUPERVISORS (LICENSOR)

BY W. Jeffrey Cook County Administrator
 (Signature) (Official title)

APPROVED AS TO FORM Paul Burton Interim County Attorney
 (Signature) (Official title)

TIDEWATER MODEL SOARING SOCIETY (LICENSEE)

BY Michael R. Matthews Club President
 (Signature) (Official title)