

**LAND USE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2021,

BETWEEN:

**THE CORPORATION OF THE TOWNSHIP OF NORTH HURON**

(hereinafter "North Huron")

-and-

**THE CORPORATION OF THE MUNICIPALITY OF CENTRAL HURON**

(hereinafter "Central Huron")

-and-

**ONTARIO FEDERATION OF SNOWMOBILE CLUBS**

(hereinafter the "Snowmobile Club")

WHEREAS North Huron and Central Huron

1. The Snowmobile Club, through its members will be allowed the non-exclusive use of the property jointly-owned by North Huron and Central Huron at Concession 14 South Part Lot 27 (as depicted in Schedule "A" to this agreement) by its member for snowmobile activities.
2. The right to use the lands will include the right and obligation of the Snowmobile Club to enter, establish, groom, maintain, sign and used the said lands for the exclusive purpose of allowing valid permitted and exempted snowmobiles and their riders to engage in snowmobiling activities.
3. The Snowmobile Club will provide liability insurance in the amount of \$15,000,000 for liability arising from the grooming, maintenance and use of the snowmobile trail but only with respect to the negligence of the Snowmobile Club for those operation usual to a snowmobile trail.
4. The Snowmobile Club with North Huron and Central Huron's written consent on each occasion, shall have access to the designated premises prior to and after the winter months for the purpose of opening and closing, upgrading and maintaining the trail when there is no snow cover.
5. The Snowmobile Club shall maintain the portions of the designated premises to be used by valid permitted and exempted snowmobiles and their riders in good condition for snowmobiling purposes only; and undertake to post appropriate signage, remove on an annual basis any litter caused by valid permitted and exempted snowmobiles and their riders on that portion of the designated property used for snowmobiling.
6. The Snowmobile Club agrees to indemnify and to hold the Township of North Huron and Municipality of Central Huron harmless of all claims, causes of action, damages, penalties and costs (including legal fees) which may be asserted against North Huron and Central Huron resulting from any injury, damage, incident, or activities on the designated premises caused by the activities of the Snowmobile Club under this Agreement. The Snowmobile Club's obligations to indemnify shall survive the expiration or the termination of this Agreement.
7. Term of Agreement: The provision of the Services under this Agreement will commence on January 1, 2022 and will continue to December 31, 2024 (the "Term") and the term shall

BELL WOODLOT LAND Agreement

be renewed for successive terms without further action by the parties and each term is subject to extension or earlier termination in accordance with this Agreement.

8. Each party hereto shall give the other sixty (60) days prior written notice to the address below of any changes to, or cancellation of this agreement.
9. Should the Snowmobile Club not comply with the terms of this agreement, they will receive written notice of non-compliance. In notice to the Snowmobile Club, a time line for correcting the compliance issue will be identified. Should the Snowmobile Club not comply within the outlined time frame, it is cause termination of this agreement with no further notice. Should the Township and Municipality deem that the non-compliance is a safety or health risk to anyone and it cannot immediately be corrected, it is cause for immediate shut down of the snowmobile trail, until such time that the Snowmobile Club can take corrective action to the satisfaction of the Township and Municipality.
10. Should either North Huron or Central Huron wish to terminate the agreement on reasonable grounds for dismissal, said Agreement is terminated.
11. This Agreement may only be amended by a written document executed by all parties.

**THE CORPORATION OF THE TOWNSHIP  
OF NORTH HURON**

Per: \_\_\_\_\_  
Bernie Bailey, Reeve

Per: \_\_\_\_\_  
Carson Lamb, Clerk

We have the authority to bind the corporation.

**THE CORPORATION OF THE MUNICIPALITY  
OF CENTRAL HURON**

Per: \_\_\_\_\_  
Jim Ginn, Mayor

Per: \_\_\_\_\_  
Kerri Ann O'Rourke, Clerk

We have the authority to bind the corporation.

**ONTARIO FEDERATION OF SNOWMOBILE CLUBS**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

We have the authority to bind the organization.