



## **TURNBERRY FLOOD PLAIN CONSERVATION AREA**

THIS LEASE AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016.

BETWEEN:

**MAITLAND VALLEY CONSERVATION AUTHORITY  
BOX 127, WROXETER, ONTARIO, N0G 2X0**

**Hereinafter Called the 'Lessor' of the First Part**

**- and -**

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

**Hereinafter called the 'Lessee' of the Second Part**

**WHEREAS** the **Lessor** is the owner of certain lands situated in the Municipality of Morris/Turnberry (Turnberry Ward.), County of Huron, being identified as the Turnberry Flood Plain Conservation Area, which was acquired for the prime purpose of flood plain land protection, providing opportunities for day-use recreation and the demonstration of resource management programs;

**AND WHEREAS** in addition to the foregoing purpose, the **Lessor** has developed the area for persons to enjoy a recreational experience with an appreciation of the natural features of the Turnberry Flood Plain Conservation Area;

**AND WHEREAS** the **Lessee** is desirous of leasing a portion of the Turnberry Flood Plain Conservation Area to provide recreational activities, through the provision and maintenance of soccer fields and the storage of recreational equipment;

**AND WHEREAS** the **Lessee** desires the right to use and maintain the lands and premises described as **Parts 10, 11, and 12**, together with closed road allowances, of **Schedule "A"** attached hereto, containing approximately 2.51 ha., together with the right of access to the Turnberry Flood Plain Conservation Area;

**AND WHEREAS** the **Lessee** agrees to be responsible for the maintenance and uses of the lands and premises on the land herein leased in accordance with the terms hereof;

**AND WHEREAS** the **Lessee** has passed **By-law Number** \_\_\_\_\_, Township of North Huron; authorizing the Head of Council and the Clerk of the **Lessee** to execute this Agreement;

**AND WHEREAS** the **Lessor** agrees to grant the use of said Conservation Area lands on an annual basis as hereinafter set out.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH**, that in consideration of the sum of **Two (\$2.00) Dollars** payable on or before the commencement of said agreement and the covenants and agreements contained in this Lease, the **Lessor** and the **Lessee** hereby mutually agree to the following terms and conditions:

1. **THAT** the **Lessor** leases to the **Lessee** those lands being **Parts 10, 11, and 12**, together with closed road allowances as more particularly shown and described on Schedule 'A' attached hereto.
2. **THAT** the **Lessee** hereby indemnifies and saves harmless the **Lessor** on a solicitor and client basis, its officers, directors, and employees, from any damage to property or injury to persons arising out of the use by the **Lessee**, or any such person or persons authorized by the **Lessee**, of the lands and premises or for any damage or injury resulting from the **Lessee's** use of any access road to the designated area;

**AND THAT** the **Lessor** shall not be responsible to the **Lessee**, or other persons for lost or stolen articles, or damage or injury to property of persons howsoever caused;

**AND FURTHER THAT** the **Lessee** shall provide proof of general liability insurance of a minimum of **Five Million (\$5,000,000) Dollars** in the form of a certificate from the **Lessee's** insurance company, indicating that the **Lessor** is named as an additional insured party for the duration and purpose of this agreement.

3. **THAT** the **Lessee** has been advised by the **Lessor** that the lands and premise subject to the lease lies within a flood plain designation;

**AND THAT** said lands and premise may flood at any time of the year;

**AND THAT** the **Lessee** is responsible for the evacuation of all equipment and or other materials that may be lost during high flow;

**AND FURTHER THAT** the **Lessee** is responsible for any losses resulting from flooding events.

4. **THAT** the **Lessee** hereby agrees to allow public access along property frontage through part lots 273, 274, 275 and 276, Part No.10 for purpose of access to the river for recreational activities;

**AND THAT** the **Lessee** agrees to be responsible for the grass cutting and trimming as agreed to by both parties through this public access delineation and surrounding lands for the duration of this lease agreement.

5. **THAT the Lessee** shall be responsible for annual Municipal taxes applicable to the area designated under the lease;
- AND THAT** said annual taxes to be paid by the **Lessee** will be limited to Part No. 10, 11, and 12 as more particularly shown on Schedule "A" attached hereto;
- AND THAT** the **Lessor** will invoice the **Lessee** December 15<sup>th</sup> annually for taxation costs.
6. **THAT the Lessee** shall comply with all municipal by-laws and/or provincial and federal regulations as may be applicable to the use of the property.
7. **THAT the Lessee** will ensure adequate security of said property and premises at all times for the duration of the agreement.
8. **THAT the Lessee** hereby agrees to be responsible for the maintenance and use of any approved structure on the land herein described.
9. **THAT the Lessee** shall not remove any natural vegetation or make any alterations to capital improvements except as approved by the **Lessor**.
10. **THAT the Lessee** will undertake annual property maintenance and will assume all costs associated with said maintenance.
11. **THAT the Lessee** shall assume all costs associated with the maintenance of property fencing adjacent to neighbouring landowners if warranted.
12. **THAT** any fixed capital improvements made by the **Lessee** become the property of the **Lessor** upon termination of said agreement.
13. **THAT the Lessor** reserves the right to enter upon said lands for the purpose of inspections of the property.
14. **THAT** the lease is not assignable by either party.
15. **THAT the Lessor** reserves the right to terminate the lease for any violation of said agreement by the **Lessee**.
16. **THAT** any major disputes between the **Lessor** and the **Lessee** will be decided by an independent arbitrator appointed by the Province. If a hearing is necessary, said hearing will be held under terms and conditions of the Arbitration Act.
17. **THAT** the term of the agreement is **January 1<sup>st</sup>, 2017 to December 31<sup>st</sup>, 2021** and may be amended annually if required or terminated at any given time, subject to the mutual agreement of both parties upon thirty (30) days notice.

IN WITNESS WHEREOF the parties hereunto set their hand and seals.

SIGNED, SEALED AND  
DELIVERED IN THE  
PRESENCE OF

Maitland Valley Conservation Authority

\_\_\_\_\_  
Chair

\_\_\_\_\_  
General Manager/Secretary-Treasurer

The Corporation of the Township of North Huron

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Witness to Lessee

\_\_\_\_\_  
Lessee

## Schedule A

**All and Singular** that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Morris/Turnberry (Turnberry Ward), County of Huron and Province of Ontario and being composed of **Part 10**, lots 273 to 276; **Part 11**, lots 228 to 231; **Part 12**, Victoria Square; together with closed road allowances, containing approximately 2.51 ha. as more particularly shown on the plan below.

