

COUNTY OF RENFREW

BY-LAW NUMBER 71-05

**A BY-LAW TO EXECUTE AN AGREEMENT WITH
THE CALABOGIE & DISTRICT SNOWMOBILE CLUB**

WHEREAS the Calabogie & District Snowmobile Club has requested permission to enter and utilize a portion of the County of Renfrew Calabogie Patrol Yard;

AND WHEREAS the County of Renfrew deems it appropriate and desirable to enter into an agreement with the Calabogie & District Snowmobile Club for the use of the Calabogie Patrol Yard.

NOW THEREFORE, the Council of the Municipal Corporation of the County of Renfrew hereby enacts as follows:

1. That the Council of the Corporation of the County of Renfrew approve of the entering into of an Agreement with the Calabogie & District Snowmobile Club for the use of the Calabogie Patrol Yard.
2. That the Warden and Clerk be empowered to do and execute all things, papers and documents necessary to the execution of the said Agreement.
3. The Agreement attached hereto and annotated as Schedule "A" is hereby deemed to be a schedule to this by-law.
4. That this By-law shall come into force and take effect upon the passing thereof.

READ a first time this 30th day of November, 2005.

READ a second time this 30th day of November, 2005.

READ a third time and finally passed this 30th day of November, 2005.

ROBERT SWEET, WARDEN

NORM LEMKE, CLERK

Schedule "A"
LAND USE AGREEMENT

THIS AGREEMENT made in duplicate the 30th day of November, 2005.

BETWEEN:

THE CALABOGIE AND DISTRICT SNOWMOBILE CLUB

Hereinafter called "the Club" of the First Part

- and -

THE CORPORATION OF THE COUNTY OF RENFREW

Hereinafter called "the County" of the Second Part

WHEREAS the County is the owner of certain lands in the Township of Greater Madawaska, being the Calabogie Patrol Yard, ("the lands");

AND WHEREAS the Club has requested permission to use the lands for certain purposes;

NOW THEREFORE in consideration of the premises, the mutual covenants herein and the sum of ONE DOLLAR (\$1.00), now paid by the Club to the County, the parties hereto agree as follows:

1. The term of this Land Use Agreement will be from December 1, 2005 to March 31, 2006 and be subject to renewal each snowmobile season.
2. The Club is hereby granted permission to legally enter the County of Renfrew, Calabogie Patrol Yard, for the purpose of storing the Club's trail groomer, bailey bridge, culvert and 500 gallon aboveground fuel tank, under the following terms and conditions:
 - a) The Club shall at all times remain a member in good standing of the Ontario Federation of Snowmobile Clubs (OFSC) and be able to verify this to the owner/occupier with a current OFSC membership card or this agreement shall be immediately null and void.
 - b) By remaining a member in good standing of the OFSC, the Club shall be party to the OFSC's third party liability insurance of no less than five million dollars (\$5,000,000.00) per occurrence, to cover land uses specified herein by the Club, on the designated premises, which coverage is confirmed to the undersigned owner/occupier by signing this Land Use Permission on the condition that no fee has been charged by the owner/occupier for the use of the designated premises.

- c) The Club shall maintain the portion of the designated premises to be used, in reasonably good condition, remove any litter caused by the Club and repair or replace property damaged by the Club, on that portion of the designated property to be used prior to the expiry of the agreement or as directed by the County.
 - d) 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.
 - e) The Club, its officers, executive and employees, are hereby authorized to be the undersigned owner/occupier agent(s) to supervise and enforce the uses defined hereunder, with respect to the designated premises, in accordance with the Trespass to Property Act R.S.O. 1990, c.T. 21; the Motorized Snow Vehicles Act R.S.O. 1990, c.M. 44 and the Occupier's Liability Act R.S.O. 1990, c.0.1.
3. The Club shall make no claim or demand against the County of Renfrew or any of its employees or agents, for any injury, including injury resulting in death or for loss or damage to property suffered or sustained by the Club or its invitees, agents or employees, or by any other person or corporation, which is based upon, arises out of or is connected with the permission hereby granted by the County of Renfrew or anything done or maintained thereunder or anything not done or maintained as required thereunder and hereby waives as against the County of Renfrew and its employees and agents all such claims and demands, whether caused by the negligence of the Club or the County of Renfrew or otherwise.
4. The Club shall indemnify and save the County of Renfrew and its employees and agents harmless:
- a) from and against any and all claims, demands, awards, actions and proceedings by whomsoever made, brought or prosecuted and
 - b) from and against any and all losses, damages or expenses suffered or incurred by the County of Renfrew, including damage to, or destruction of property,
- which are based upon, arise out of or are connected with the permission granted hereby by the County of Renfrew or anything done or maintained or anything not done or maintained as required hereunder, whether caused by the negligence of the Club or the County of Renfrew or otherwise.
5. Any improvements or work completed on the site, shall be at the Club's expense, except as authorized in writing by the County of Renfrew and the County of Renfrew shall not be liable for compensation for such improvements upon the effective termination of this agreement.

Dated this 30th day of November, 2005.

COUNTY OF RENFREW

CALABOGIE & DISTRICT
SNOWMOBILE CLUB

Robert Sweet, Warden

Calabogie & District Snowmobile Club
Dave Hamilton, Director of Operations

Norm Lemke, CAO/Clerk