

This Agreement is entered into February 25, 2025

BETWEEN :

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES
(Hereinafter called the "Municipality")
OF THE FIRST PART

- and -

WARWICK SNOWMOBILE CLUB
(Hereinafter called the "Club")
OF THE SECOND PART

WHEREAS the Iron Bridge on River Road in the former Town of Bosanquet, more particularly described in "Schedule "A-1" and "A-2" to this agreement and hereinafter referred to as the "bridge", is under the care and control of the Municipality of Lambton Shores;

AND WHEREAS the Municipality of Lambton Shores is empowered under Section 2 of the *Municipal Act, 2001* to manage public assets of the Municipality as it sees fit;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of Five (\$5.00) Dollars and other good and valuable consideration now paid by the Club to the Municipality, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Area Affected by Agreement

1. This licence applies to the Iron Bridge on River Road in the former Town of Bosanquet, more particularly described in "Schedule "A-1" and "A-2" to this agreement and hereinafter referred to as the "bridge".

Term

2. This Agreement commences on October 23, 2024 and expires on October 23, 2034.
3. This Licence Agreement terminates at the end of the term set out above, with an option to renew subject to the agreement of both parties.

Capacity of Club

4. The Club represents that they are legal persons or entities entitled to enter into this Agreement.

Termination with Notice

5. a) It is understood and agreed to by the Club that without cause the agreement may be terminated by the Municipality upon providing a minimum of 30 days' notice.
- b) The licence agreement may also be terminated by the Municipality if the Club breaches any terms of the agreement and/or with "cause".

Title

6. The Municipality represents to the Club that it has the authority to licence the use of the land described above. In the event of a dispute regarding the Municipality's authority to licence use of the land, the Municipality will respond to such proceedings as it considers appropriate and shall notify the Club of any determination which is adverse to continuation of the Agreement. The Club is responsible for payment for the use of the land for all periods during which it has been agreed to use same notwithstanding any subsequent determination regarding the Municipality's title. In the event of a legal determination or interpretation that requires the use of the land to cease, the parties specifically agree that the Club's payment of a licence fee for the year in question will be prorated if applicable. The Municipality shall have no further obligation or liability to the Club with respect to termination.

Use of Area for Recreational Snowmobile Use Only

7. a) Enforcement of Restrictions on Use

The Club shall, in consultation with the Municipality, be responsible to remove and re-install the existing barricade to the bridge. The Club shall install a gate that will block all vehicles with the exception of snowmobiles. The gate size and design is to be approved by the Municipality prior to the gate being installed.

- b) Signage

The Club shall erect and maintain signs, no smaller than 36" X 24" visible to travellers approaching the bridge from either direction which state "Danger: Bridge Closed to Vehicular Traffic – "No Stopping or Loitering on Bridge". The sign design and size is to be approved by the Municipality prior to the signs being erected.

- c) The Municipality does not warrant that any particular use of the land is authorized at law or that the land is suitable for the intended purpose. The Club shall determine at its own risk and expense the suitability of the land for the intended purpose. A determination by any court or tribunal that the Club is not permitted to use the land for a purpose that the Club wishes to make of the land does not

terminate this Agreement. It is the responsibility of the Club to provide notice if it wishes to terminate the Agreement owing to controls respecting use of the property whether at a Federal, Provincial or local level or for any other reason.

d) Engineer's Report

Prior to the approval of this agreement by the Municipality, the Club shall retain the services of a licenced professional engineer to conduct a detailed visual inspection of the bridge according to the requirements of O. Reg 278/06 and produce a report that meets all Ontario Structural Inspection Manual (OSIM) requirements. A copy of this report shall be submitted to the Municipality.

The requirements of O. Reg 278/06 shall prevail throughout the duration of this agreement, and the necessary structural inspection shall be completed on a bi-annual basis per the legislated requirements. Copies of all subsequent OSIM reports shall be provided to the Municipality throughout the duration of this agreement.

If at any time the condition of the bridge is determined to be unsafe for use by snowmobiles, the club shall advise the Municipality immediately. The Municipality shall have the right to close the bridge from use, and shall have the right to terminate this agreement if necessary.

The Club shall adhere to any recommendations provided by the Engineer. Per the Engineers' report, snow groomers are not permitted to use the bridge.

- f) The Club shall be entitled to drive between the shoulder of the road and the fence line along the municipal road in accordance with the Ministry of Transportation and Ontario Federation of Snowmobile Club guidelines.

Insurance

8. Commercial General Liability Insurance

The Club shall carry Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5 million per occurrence, an aggregate limit of not less than \$5 million, within any policy year with respect to completed operations and a deductible of not more than \$100,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. This policy shall include but not be limited to:

- (a) Name the Municipality as an additional insured
- (b) Cross-liability and severability of interest
- (c) Blanket Contractual
- (d) Products and Completed Operations

- (e) Premises and Operations Liability
- (f) Personal Injury Liability
- (g) Contingent Employers Liability
- (h) Owners and Contractors Protective
- (i) The policy shall include 30 days' notice of cancellation.

Indemnity

9. The Club shall defend, indemnify and save harmless the Municipality of Lambton Shores its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Club, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Club in accordance with this Agreement and shall survive this Agreement.

Notice

10. If notice is required to be given with respect to this agreement, notice will be sent to:

Municipality of Lambton Shores
9577 Port Franks Road
Thedford, ON N0M 2N0 Attn: Clerk

to: Warwick Snowmobile Club
c/o Veronica Brennan
8512 Lakeshore Road
Thedford, ON N0M 2N0

IN WITNESS WHEREOF the Parties hereto have hereunto caused to be affixed their respective seals, attested by the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED
in the presence of

**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON SHORES**

Doug Cook, Mayor

Stephanie Troyer-Boyd, Clerk

WARWICK SNOWMOBILE CLUB



I/we have the authority to bind the Club



I/we have the authority to bind the Club

Schedule "A-1"



Schedule "A-2"

