

BOBCA

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AGREEMENT

An agreement for the use of certain municipally owned lands more particularly described as Part Lot 15, Conc. 19 in the Village of Bobcaygeon (as outlined in the attached sketch) and upon which is situated a cottage.

BETWEEN:

The Corporation of the Village of Bobcaygeon
Hereinafter called the Village

And

The Pigeon Lake Yacht Club Inc., Hereinafter
called the Club

COST# BOBCT

1. This agreement permits the Club to use the described lands as a location for their Yacht Club, including a clubhouse and activities related to a Yacht Club.
2. The Club is solely responsible for securing any and all permits that may be necessary to construct any facilities on the lands or in the water. Providing further that prior to constructing or alteration of any facilities, cutting trees, changing grades, erecting signs and/or fences, the Club shall submit plans to the Village clearly outlining what is proposed. No work shall take place until the plans have been approved by the Village.
3. The Club shall leave the premises in good repair and reasonable wear and tear and damage by fire, tempest and lightning only excepted.
4. The Club shall save harmless the Village from any suits, actions, claims and/or liens for any and all damages or liability that may occur as a result of the Club's use of the lands and water. Provided further that the Club shall maintain public liability insurance with the Village as named insured in the amount of \$1,000,000.00 and shall annually submit a copy of the policy to the Clerk of the Village by July 1 yearly.
5. The Club shall not in any way plead for credit, encumber or mortgage the said lands.
6. The Club covenants and agrees that they shall be solely responsible for all maintenance, operational and capital costs in relations to the Club and shall not in any way hold themselves to the Public as being a legal and/or statutory creation of the Village.
7. The parties both agree that there should be an open membership to the Club and if the membership be less that 15 unrelated persons in any year the Village may, at its' option, declare this agreement null and void and the Club shall vacate the premises within 30 days of notice to vacate. The existing Charter for the Pigeon Lake Yacht Club Inc. shall become part of this agreement as Schedule "A" attached hereto.

8. The Club shall be responsible to pay to the Village \$1,812.14 at the first of July yearly and subsequent yearly payments will be increased above the base rate based on an increase in the tax rate.
9. The Club shall be responsible to pay upon receipt a yearly property insurance bill issued by the Clerk for an amount prescribed by the insurance company for the Village and subject to the same deductible as outlined in the Village policy.
10. Both parties further agree that in the event that the Village requires the said property for Municipal purposes, and reasonable notice of such request to vacate is received one year prior in writing then the Club agrees to vacate within 30 days of the one year grace period.

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Further, should the Club decide to vacate the property, reasonable notice of such request to vacate must be received one year prior in writing and the property shall be vacated within 30 days of the one year grace period.

- 11. This agreement shall continue in full force and effect from December 31st, 1999 to November 30th, 2019 subject to clause number 7 and 10.
- 12. The Club is fully aware that the said lands are located adjacent to a sewage treatment and sludge storage facility and that from time to time offensive odours may be experienced. The Club shall not make any claim against the Village as a result of such odours.
- 13. Portable toilets and washrooms may be placed on property by the Pigeon Lake Yacht Club Inc. to meet environmental standards.
- 14. Pigeon Lake Yacht Club Inc. will pay all utilities including water billing, hydro, cable and telephone. All minimum billings for the winter months are the responsibility of the Club. The Village agrees to supply and install a water meter provided that the Club gives written notice yearly when the Club wishes the meter to be installed and removed from the one inch hose line which runs overground from the sewage plant. The Club agrees to remove the water meter for the winter months and replace in the spring to save harmless the Village from any damage that could occur to the premises if said meter was not removed.

Date this 22nd day of December 1999 at the Village of Bobcaygeon, Bobcaygeon, Ontario.



Commodore



Secretary Treasurer

Pigeon Lake Yacht Club Inc.



Reeve



Clerk

Village of Bobcaygeon

GT. 1-3-71609236