

THIS EASEMENT AND SERVICE AGREEMENT dated the ___ day of _____, 2025.

BETWEEN:

THE CORPORATION OF HALDIMAND COUNTY
(Hereinafter, the "County")

-and-

HALDIMAND NORFOLK HOUSING CORPORATION
(Hereinafter, "HNHC")

WHEREAS, the County owns certain lands municipally known as the Dunnville Memorial Arena, located at 275 Ramsey Drive, Dunnville, Ontario (the "Municipal Lands");

AND WHEREAS, the HNHC requires access across a portion of the Municipal Lands (the "Easement Area") for ingress and egress purposes to the Drop-Off Zone, and to serve as its designated fire route complete with Fire Lay-by, as more particularly identified in the Site Plan Diagram attached as Schedule "A";

AND WHEREAS, the HNHC is the legal owner of the Drop-Off Zone and Fire Lay-by;

AND WHEREAS the County agrees to grant the HNHC a non-exclusive easement over the Easement Area for access purposes and designated fire route, subject to the terms and conditions set forth herein;

AND WHEREAS the County further agrees to provide snow plowing and winter salting services on the Easement Area and the Drop-Off Zone and Fire Lay-by during the winter season, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of payment of One Dollar (\$1.00) now paid by the HNHC to the County, and in consideration of the Easement Lands, the parties agree as follows:

1. Grant of Easement

- 1.1 The County hereby grants to the HNHC, its employees, agents, contractors, invitees and tenants, a non-exclusive easement over the Easement Area for the purpose of ingress and egress to and from the Drop-Off Zone, as well as to serve as the designated fire route complete with Fire Lay-by, described in the Site Plan Diagram (Schedule "A").
- 1.2 The HNHC shall ensure that its use of the Easement Area does not unreasonably interfere with the County's use of the Municipal Lands or the rights of any third parties.
- 1.3 The HNHC shall ensure and be responsible for ensuring that their employees, agents, contractors, invitees and tenants ensure clear access for Emergency Services at all times.

2. Snow Plowing and Winter Salting Services

- 2.1 The County, either directly or through contracted services, shall provide snow plowing and winter salting services on the Easement Area, Fire Lay-by and the Drop-Off Zone during the winter season (November 1 to March 31 each year), during the hours of 7:00 a.m. to 7:00 p.m., five days a week throughout the winter season.

- 2.2 Such services will be performed in accordance with the County's standard winter maintenance policies and practices, which can change from time to time based upon operational needs.
- 2.3 The County does not guarantee continuous or immediate snow plowing or salting services and shall not be held liable for any delays caused by weather conditions, equipment failure, or other circumstances beyond its control. This includes instances where the Dunnville Memorial Arena is closed in accordance with the County's Facility Closure Policy 2002-05. In the event of a closure, notification will be made available via social media and the County's website. County staff in Facilities, Parks, Cemeteries & Forestry will endeavor to provide notice of such closures as soon as reasonably possible.
- 2.4 The HNHC is responsible for the development and implementation of their own contingency plan to address any issues arising from circumstances outlined in Section 2.3.

3. Maintenance and Repair

- 3.1 The County shall maintain the Easement Area in a condition suitable for its intended use, including necessary repairs resulting from normal wear and tear.
- 3.2 The HNHC shall be responsible for any damage to the Easement Area caused by its use beyond normal wear and tear, and shall promptly notify the County of any such damage.
- 3.3 The HNHC shall be fully responsible maintaining the Drop-Off Zone and Fire Lay-by in a condition suitable for its intended use, including performing necessary repairs resulting from normal wear and tear. This responsibility includes addressing damage that may result from snow plowing or salt application.

4. Indemnification and Insurance

- 4.1 The HNHC agrees to indemnify, defend and hold harmless the County, its officers, employees, and agents, from and against all claims, liabilities, damages, and expenses (including legal fees) arising from the HNHC use of the Easement Area, except to the extent caused by the Municipality's negligence or willful misconduct.
- 4.2 The County agrees to indemnify and hold harmless the HNHC, its officers, employees, and agents, from and against all claims, liabilities, damages, and expenses (including legal fees) arising from the County's provision of snow plowing and salting services, except to the extent caused by the HNHC negligence or willful misconduct.
- 4.3 Such indemnification shall survive the termination of this Easement Agreement.
- 4.4 The HNHC shall provide the County with a valid Certificate of Insurance, prior to the commencement of this Agreement and agrees at all times to take out and keep in full force and effect a Commercial General Liability policy that is on an occurrence basis, including but not limited to bodily and personal injury liability, extended bodily injury, property damage, products liability, completed operations liability, owners & contractors protective liability, blanket contractual liability, premises liability, and contingent employer's liability coverage, having an inclusive limit of not less than \$5,000,000 per occurrence. The insurance policy will

contain cross liability and severability of interest clauses. The Certificate of Insurances shall name The Corporation of Haldimand County as an additional insured and the HNHC will furnish to the County a certificate of insurance each year on the anniversary date of the policy.

5. Term and Termination

- 5.1 This Agreement shall commence on the date first written above and shall continue in effect until terminated by either party upon 90 days' written notice to the other party.
- 5.2 Upon termination, the HNHC right to use the Easement Area shall cease, and the County shall have no further obligation to provide snow plowing or salting services in the Drop-Off Zone and Fire Lay-by.

6. General Provisions

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereby submit to the jurisdiction of the courts of the Province of Ontario for all matters arising out of or in connection with this Agreement.
- 6.2 Any amendments to this Agreement must be in writing and signed by both parties and shall enure to benefit the parties hereto and their successors and permitted assigns.
- 6.3 This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior Agreements, understandings, and negotiations.
- 6.4 Any provision of this Agreement which is or becomes prohibited or unenforceable in any jurisdiction does not invalidate, affect or impair the remaining provisions hereunder.
- 6.5 The County shall each have the right to register this Easement Agreement on land titles and each party shall execute all documentation required to effect such registration forthwith upon the request of the other party.
- 6.6 This Agreement sets forth the entire understanding of the parties as to the subject matter hereof and merges all prior discussions between them. Neither party shall be bound by any conditions, definitions, warranties or representations with respect to the subject matter of this Agreement other than as expressly provided for herein, or are duly set forth subsequent to the date hereof and in writing signed by an authorized representative of the party to be bound thereby.

7. Notice

- 7.1 Any notices required under this Agreement shall be in writing and sent to the addresses set forth below or to such other addresses as either party may designate in writing.

7.1.1 Haldimand County

53 Thorburn St. S.

Cayuga, ON N0A 1E0

Attention: Manager, Legal & Support Services c/o Property Coordinator

Phone: 905-318-5932

Email: properties@haldimandcounty.on.ca

Haldimand Norfolk Housing Corporation

25 Kent Street, North

Simcoe, ON N3Y 3S1

Atten: Insert position

Phone: 519-426-7792

Email: Insert email

IN WITNESS WHEREOF the County has on the _____ day of Month, 20XX affixed its corporate seal attested by the hands of the duly authorized officer(s).

THE CORPORATION OF HALDIMAND COUNTY

Per: _____
Name: Shelley Ann Bentley
Title: Mayor

Per: _____
Name: Chad Curtis
Title: Clerk

I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the County has on the _____ day of Month, 20XX affixed its corporate seal attested by the hands of the duly authorized officer(s).

HALDIMAND NORFOLK HOUSING CORPORATION

Per: _____
Name: Insert
Title: Insert

Per: _____
Name: Insert
Title: Insert
I/We have the authority to bind the Corporation.

