

ST. LAWRENCE COUNTY INDUSTRIAL DEVELOPMENT AGENCY
 Resolution No. 11-02-09
 February 24, 2011

AUTHORIZING AGREEMENT WITH ST. LAWRENCE COUNTY SNOWMOBILE ASSOCIATION

WHEREAS, the St. Lawrence County Snowmobile Association (SLCSA), has asked the Agency to grant use of the Newton Falls Railroad for use as part of the trail system, and

WHEREAS, SLCSA will be responsible for any repairs, improvements or maintenance work to ensure safe usage, and

WHEREAS, SLCSA agrees to indemnify and save harmless the Landowner from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by SLCSA, its employees, agents or invitees, and

WHEREAS, St. Lawrence County IDA recognizes and supports the recreational and economic benefits of snowmobiling throughout the County, and

NOW, THEREFORE, BE IT RESOLVED that the St. Lawrence County Industrial Development Agency does hereby authorize its Chief Executive Officer to execute a Land Use Agreement (draft form of which is attached) after approval of Agency Counsel.

Move:	Hall			
Second:	Blevins and Weekes			
VOTE	AYE	NAY	ABSTAIN	ABSENT
Blevins	X			
Hall	X			
LaBaff				x
McMahon	X			
Peck				X
Staples	X			
Weekes	X			

I HEREBY CERTIFY that I have compared this copy of this Resolution with the original record in this office, and that the same is a correct transcript thereof and of the whole of said original record.

/s/ **Natalie Sweatland**

Natalie A. Sweatland
 February 24, 2011



ST. LAWRENCE COUNTY SNOWMOBILE ASSOCIATION, INC.

P.O. Box 421 Canton, NY 13617

Phone: 315-265-0898 E-Mail: info@slcsa.org www.slcsa.org

USE AGREEMENT

THE UNDERSIGNED LANDOWNER HEREBY GRANTS PERMISSION TO THE ST. LAWRENCE COUNTY SNOWMOBILE ASSOCIATION (SLCSA) TO ESTABLISH AND MAINTAIN A SNOWMOBILE ROUTE ON THE LANDOWNER'S PROPERTY:

1. The purpose of this agreement is to authorize the St. Lawrence County Snowmobile Association to use certain designated trails or roads on the Landowner's property without charge. The Landowner has no obligation to make land suitable for SLCSA use.
2. The Landowner may terminate this agreement at any time for no reason, upon 30 days written notice from the Landowner to St. Lawrence County Snowmobile Association.
3. This agreement will be for winter seasonal use. The season will begin on the day following the end of deer hunting season and continue until April 30th each year.
4. During the term of this agreement, the St. Lawrence County Snowmobile Association shall be entitled to establish a snowmobile route up to eight (8) feet in width, and to maintain the route for snowmobile operation and grooming. SLCSA shall also have the obligation and duty to erect and maintain directional and informational signs appropriate for snowmobiling and grooming.

RIDER A

SLCSA is responsible for any repairs, improvements or maintenance work of any kind on the property at SLCSA's expense. The Landowner may, at any time, periodically inspect the premises to determine whether the same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.

5. St. Lawrence County Snowmobile Association agrees to maintain insurance coverage against injuries or unsafe trail conditions of no less than One Million dollars (\$1,000,000.00) per occurrence. The Landowner will be listed as additional insured on the SLCSA policy when this agreement is signed.

RIDER B

6. SLCSA shall not place or store, or allow others to place or store any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the permit area, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this permit. Failure to comply with this provision may result in a cancellation of this permit in accordance with the provisions of this permit. The SLCSA is responsible for the removal of such materials and or all expenses incurred in the removal.

7. SLCSA is responsible to maintain the property and compliance with any and all applicable local, state, and federal laws, ordinances, codes, rules and regulations affecting the use of the property. SLCSA shall not conduct or allow any use or activity on the premises inconsistent with law and shall not conduct or allow any use or activity on the



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premises which may require a permit or other approval by a government agency without having lawfully obtained such permit or pool.

8. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use, and therefore a landlord -- SLCSA relationship is not hereby created.

9. The Landowner shall have no responsibility whatever from the loss or destruction of any improvements made by the SLCSAs or for personal property stored or being used onto the premises.

10. SLCSA shall not sublet the premises nor assign or transfer the permit to any other parties in part or in whole without the prior written consent of the Landowner.

11. SLCSA hereby agrees to indemnify and save harmless the Landowner from any claim or loss including legal expenses by reason of the use or misuse of the premises under this permit and/or from any claim or loss by reason of any accident or damage to any person or property being on said premises, caused by SLCSA, its employees, agents or invitees.

The Landowner may request specifics on the use of their property

PRINT the following information

Landowner's Name: _____
Landowner's Complete Address: _____
Landowner's Phone #: _____
Landowner's email: _____
Landowner's Signature: _____
Date: _____

St. Lawrence County Snowmobile Association Representative's Signature(s): _____
Date: _____
SLCSA Club Name: _____