

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of _____, 2025,

BETWEEN:

Crowe Valley Conservation Authority (Hereinafter referred to as the “Authority”)

AND

BOFI Hunt Club (Hereinafter referred to as the “Club”)

RECITALS

WHEREAS the Club has accessed and hunted on a parcel of land adjacent to the southern boundary of the Gut Conservation Area for the past fifty (50) years;

AND WHEREAS the Club wishes to continue using the parcel in a manner consistent with the Authority’s conservation principles and guidelines, both during hunting seasons and periodically throughout the year;

AND WHEREAS the Authority wishes to facilitate responsible use of the parcel, generate revenue, and encourage participation from the Club in infrastructure improvements;

1. Description of Premises

The Authority hereby leases to the Club a parcel of land approximately three (3) acres in size, situated near the southern boundary of the Gut Conservation Area, and immediately adjacent to lands acquired by the Nature Conservancy of Canada (NCC) (hereinafter referred to as the “Premises”). The exact size and location shall be confirmed via GPS mapping by CVCA staff in consultation with the Club, and included as an appendix to this agreement.

2. Term

The term of this lease shall be ten (10) years, commencing on _____, 2026 and ending on _____, 2036, unless terminated earlier in accordance with this Agreement.

3. Rent

The Club shall pay to the Authority an annual rent of One Thousand Dollars (\$1,000.00), payable on or before May 1st of each year. This amount shall be subject to annual cost-of-living adjustments (COLA) as determined by the Authority and with ninety (90) days notice to the Club annually.

4. Use of Premises

The Premises shall be used by the Club for hunting and related recreational activities, conservation and stewardship initiatives, and installation of structures (e.g., cabin and outbuildings) consistent with the Authority’s guidelines. All structures must be approved by

the Authority, which approval shall not be unreasonably denied. The Club shall not use the Premises for any unlawful or environmentally harmful purpose. The Club hereby agrees that its members will not engage in hunting on any Authority lands – the Club will only hunt on the adjacent NCC lands, pursuant to its agreement with the NCC.

5. Access and Improvements

From September 01 to November 30 each year, the Club shall have exclusive access to and use of the Premises and any structures on the Premises. At other times, the Club shall have non-exclusive access to the Premises, subject to coordination with the Authority for conservation activities. The Club may undertake minor improvements and install temporary structures, provided such activities are communicated to the Authority and do not conflict with conservation goals. The Club agrees to participate in infrastructure improvements as reasonably requested by the Authority.

6. Road Maintenance

The Club shall repair any damage to the road caused during construction to the same condition in which the road existed prior to construction. The Authority and the Club will inspect the road prior to and after construction to determine any necessary repairs. The Club and the Authority shall negotiate a reasonable annual road maintenance fee to be paid by the Club annually. The Authority shall not be responsible for maintenance of the road to the NCC property..

7. Maintenance and Insurance

The Club shall maintain the Premises in a clean and safe condition. The Club shall carry general liability insurance of not less than \$2,000,000. Proof of insurance shall be provided annually. Liability Insurance provided through the Club's members' individual membership in the Ontario Federation of Anglers and Hunters shall satisfy this obligation. Proof of coverage is to be provided by the Club to the Authority for each member of the Club who is present on the Premises pursuant to this Agreement.

8. Hunting Regulations

The Club shall identify the applicable hunting season(s) for which use of the Premises is intended as well as intended species, and ensure full compliance with all applicable hunting regulations, while on Authority property.

9. Firewood

Cutting of firewood is strictly prohibited on CVCA property. Cutting of deadfall may be considered in consultation with and the approval of the Authority, for example in situations of maintaining access to the Premises.

10. Seasonal Use

The Club shall have access to and use of the Premises during shoulder seasons or off-season periods and ensure such use aligns with the Authority's guidelines. If the Authority requires

access to and/or use of the Premises during these times, the Club hereby agrees to such access and use, with reasonable notice having been provided to the Club.

11. Permits

The Club shall obtain all necessary municipal permits and any required CVCA permits prior to construction of any structures on the Premises, and provide confirmation upon request of the Authority.

12. Termination

This lease may be terminated by either party with twelve (12) months' written notice. In the event of termination for cause, reasonable notice shall be provided to the Club to facilitate the removal of belongings and restoration of the Premises.

13. Legal Review

The final lease agreement shall be reviewed by CVCA's solicitor. The Parties shall each bear their own legal costs associated with preparation, review, and finalization of this Agreement.

14. Compliance

The Club shall ensure full compliance with the Conservation Authorities Act and all related regulations.

15. Dispute Resolution

Any disputes arising under this lease shall be resolved first through good faith negotiation, then mediation, and if necessary, arbitration under the laws of Ontario.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

17. Notices

All notices shall be delivered in writing to the parties at their respective addresses as provided below or as updated in writing.

IN WITNESS WHEREOF

The parties have executed this Lease Agreement as of the date first written above.

Crowe Valley Conservation Authority

By: _____

Name: _____

Title: _____

BOFI Hunt Club

By: _____

Name: _____

Title: _____