

THIS AGREEMENT made (in duplicate) this 1st day of May 1978

BETWEEN

THE CORPORATION OF THE VILLAGE OF GRAND VALLEY

Hereinafter called the Party

of the FIRST PART;

- and -

THE GRAND RIVER CONSERVATION AUTHORITY

Hereinafter called the Party

of the SECOND PART:

WHEREAS, the parties hereto wish to enter an agreement for the development and management of conservation areas;

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. The parties agree the one with the other to jointly develop conservation areas on the lands more particularly designated on Schedules "A" and "B" attached hereto.
2. The parties agree to be bound by the following general guidelines in the operation and development of the conservation areas:

That the party of the first part will be responsible in all ways, for items relating to maintenance and operation of the conservation areas.

That the party of the second part will be responsible for items related to the capital development expenditures in the conservation areas, provided however that the party of the second part will not be responsible for items not eligible for a grant in accordance with guidelines imposed by the Province of Ontario from time to time.
3. The party of the second part shall be responsible for the preparation of a proposed plan of development of the conservation areas in consultation with the party of the first part.
4. The party of the first part shall have the right to replace or add to structures existing at the time of the execution of this agreement, subject to the approval of the party of the second part.
5. It is agreed and understood between the parties hereto that the party of the first part will have the right to use all of the conservation areas, more particularly described in Schedules "A" and "B", attached hereto, for all purposes normally associated with the said areas now and/or in the future, including the right to collect and retain any admission fees related to the operation of the said areas.
6. Each of the parties hereto covenants the one with the other to insure the conservation areas in order to protect their respective interests for fire and public liability and each of the parties hereto agrees that in the event of fire, insurance monies payable as a consequence thereof will be impressed with a trust to replace the asset consumed by fire.

7. The parties hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other party, make, do, execute or cause to be made, done or executed, all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this agreement.
8. This agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the part of the second part, acting by its duly appointed agent, has caused its signature to be hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_ 1978, and the party of the first part has this 7<sup>th</sup> day of June 1978, hereto affixed its corporate seal, attested by the hands of its duly authorized officers.

GRAND RIVER CONSERVATION AUTHORITY

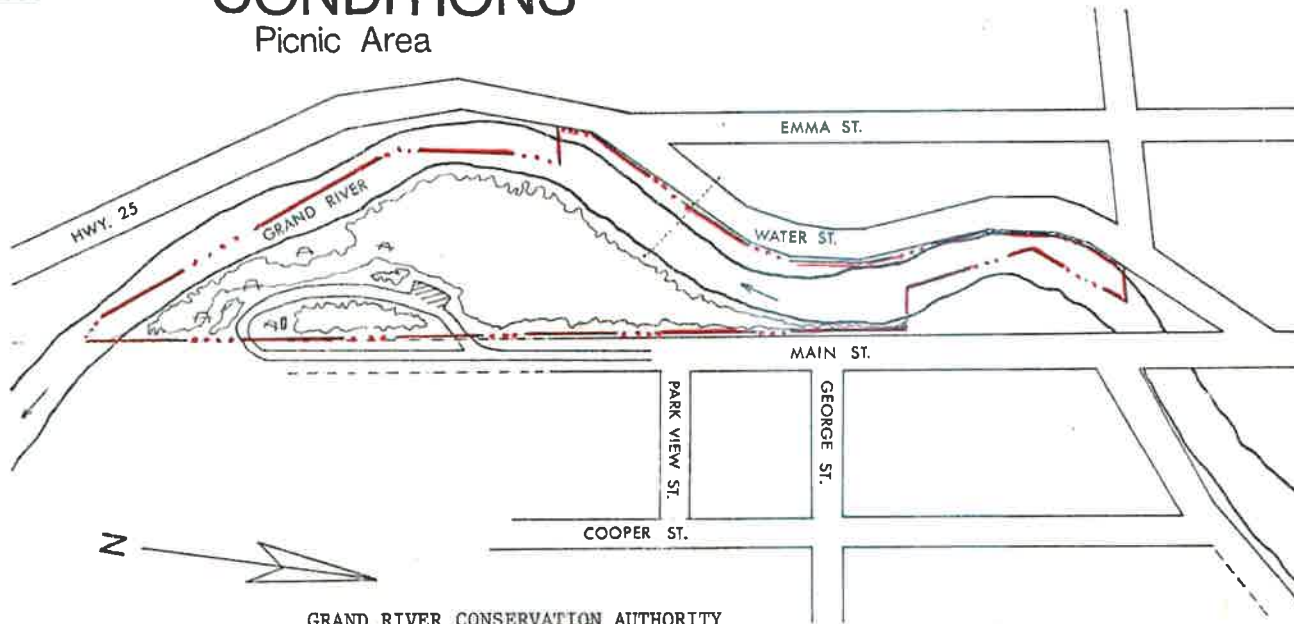
Per: *James S. [Signature]*  
*[Signature]*

CORPORATION OF THE VILLAGE OF GRAND VALLEY

Per: *W. H. Young* REEVE  
*[Signature]* CLERK

GRAND VALLEY  
**2 EXISTING CONDITIONS**  
 Picnic Area

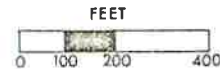
Schedule 'A'



- Property Boundary
- Hydro Wire
- Picnic Table
- Paque
- Parking Area

GRAND RIVER CONSERVATION AUTHORITY  
*[Signature]*  
 CORPORATION OF THE VILLAGE OF GRAND VALLEY  
*[Signature]* REEVE  
*[Signature]* CLERK

GRAND RIVER CONSERVATION AUTHORITY



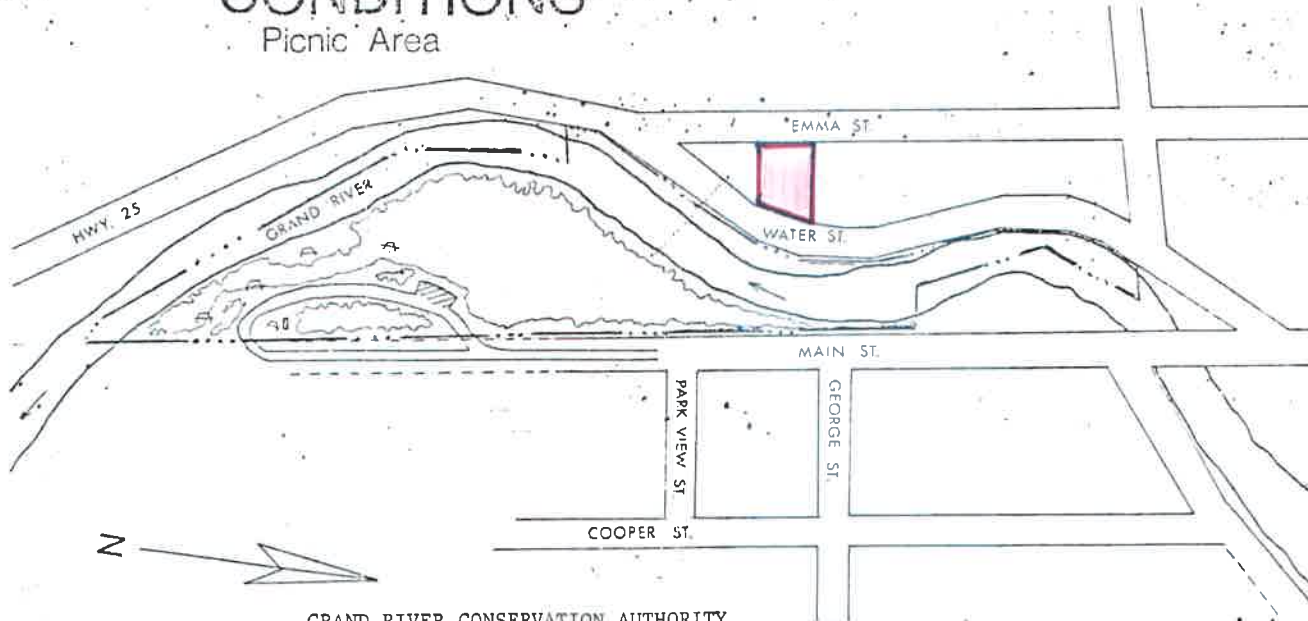
September 24, 1984

*L. G. Carnet* CLERK  
*W. H. Young* REEVE  
The Corporation of the Village of  
Grand Valley

*James Hauer*  
*John Latta*  
Grand River Conservation Authority

# 2 GRAND VALLEY EXISTING CONDITIONS Picnic Area

## AMENDED Schedule 'A'

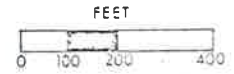


GRAND RIVER CONSERVATION AUTHORITY

Property Boundary  
Hydro Wire  
Picnic Table  
Plaque  
Parking Area

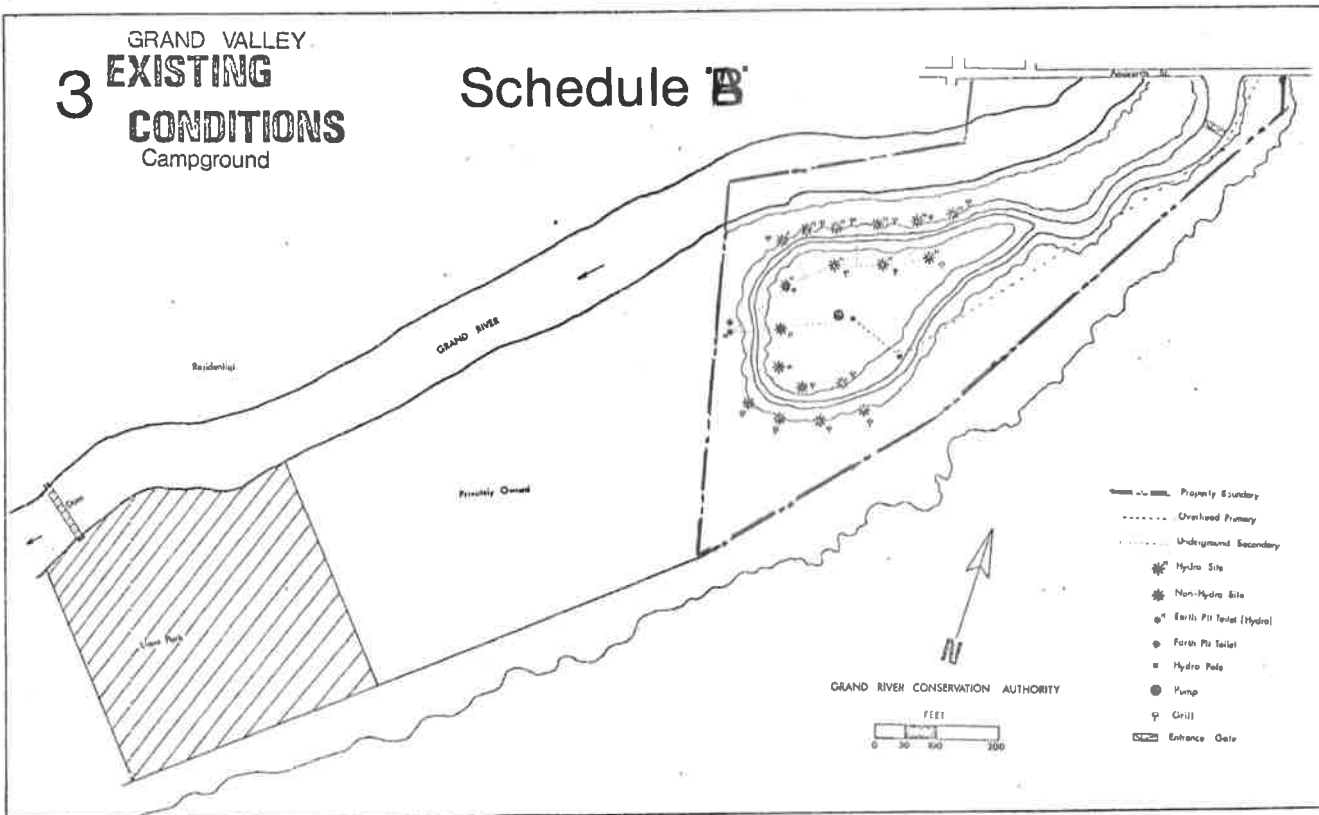
*James Hauer*  
*John Latta*  
CORPORATION OF THE VILLAGE OF GRAND VALLEY  
*W. H. Young* REEVE  
*L. G. Carnet* CLERK

GRAND RIVER CONSERVATION AUTHORITY



3 GRAND VALLEY  
**EXISTING**  
**CONDITIONS**  
 Campground

Schedule 'B'



GRAND RIVER CONSERVATION AUTHORITY

*James Brown*  
 \_\_\_\_\_  
*John Latta*  
 \_\_\_\_\_

CORPORATION OF THE VILLAGE OF GRAND VALLEY

*Al Young*  
 \_\_\_\_\_ REEVE  
*Al Bernard*  
 \_\_\_\_\_ CLERK

**THIS ADDENDUM TO AN AGREEMENT DATED THE 1<sup>ST</sup> DAY of MAY, 1978, made this 1<sup>ST</sup> DAY OF JULY, 2000.**

**B E T W E E N :**

**THE CORPORATION OF THE TOWNSHIP OF EAST LUTHER GRAND VALLEY (formerly The Corporation of the Village of Grand Valley)**

(hereinafter called East Luther Grand Valley)

OF THE FIRST PART

- and -

**GRAND RIVER CONSERVATION AUTHORITY**

(hereinafter called GRCA)

OF THE SECOND PART

**WHEREAS** the parties hereto entered into an Agreement for the development and management of conservation areas, which said Agreement is dated the 1<sup>st</sup> day of May, 1978;

**NOW THEREFORE WITNESSETH** that East Luther Grand Valley and GRCA, in consideration of the mutual covenants and agreements contained therein, and subject to the terms and conditions thereof, agree as follows:

1. The properties owned by GRCA, and described as:

Part Lot 1, Plan 29A 1.04 acres  
(municipally known as 148 Amaranth Street, East)

Lots 13 - 15, Plan 43 .56 acres  
(municipally known as 111 Amaranth Street, East)

Part Lot 19, Plan 43 .21 acres  
(municipally known as 151 Amaranth Street, East)

shall be added to the Agreement dated the 1<sup>st</sup> day of May, 1978 and shall be subject to all terms and conditions thereof.

2. All other terms and conditions of the Agreement dated the 1<sup>st</sup> day of May, 1978 shall remain the same and in full force and effect.

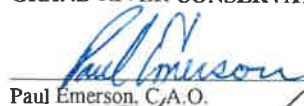
**WITNESS** the corporate seals of the parties hereto, duly attested to by the hands of their property signing officers.

**THE CORPORATION OF THE TOWNSHIP OF EAST LUTHER GRAND VALLEY, per:**

  
Jane M. Wilson, Clerk-Treasurer

  
Richard de Jong, Reeve

**GRAND RIVER CONSERVATION AUTHORITY, per:**

  
Paul Emerson, C.A.O.

  
Peter Krause, Chairman

GRAND RIVER CONSERVATION AUTHORITY

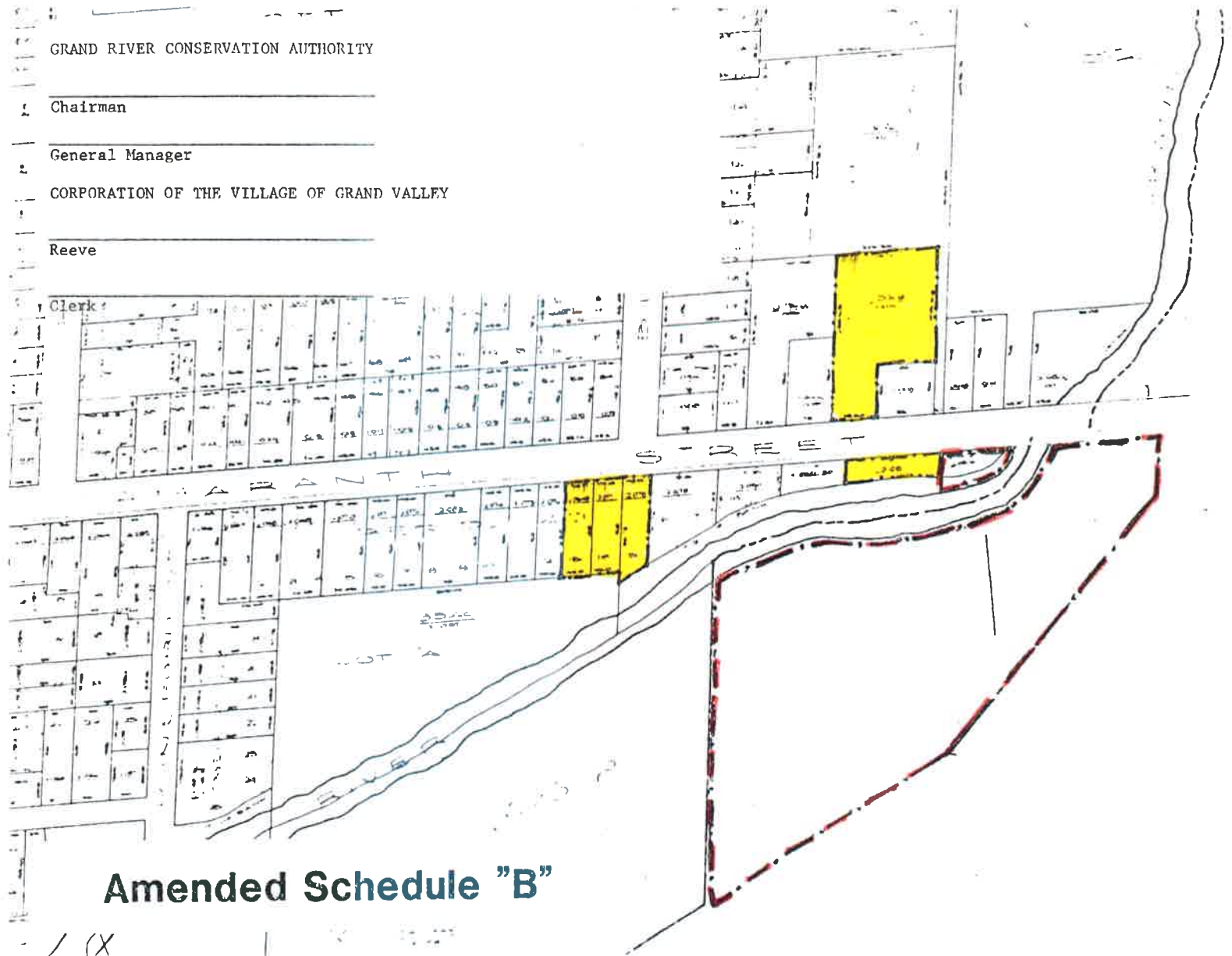
Chairman

General Manager

CORPORATION OF THE VILLAGE OF GRAND VALLEY

Reeve

Clerk



**Amended Schedule "B"**

/ (X