

Snowmobile Trail Landowner Agreement and Permit

THIS AGREEMENT is made on this ___ day of _____, 2022 by and between the City of Stacy (the “City”) and Kiwi Snowmobile Club and Sponsor Anoka County Parks (together the “Club”) to establish and/or maintain the Kiwi Crossing Snowmobile Trail. The City and Club are referred to herein singly as a “Party” and together as the “Parties.”

That City grants this permit over and upon the following described premises situated in the County of Chisago, State of Minnesota to wit:

Beginning at a point on the Section line forty-eight (48) rods and twenty (20) feet west of the Southeast corner of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section Twenty-nine (29), Township Thirty-four (34), Range Twenty-one (21), thence North Twelve (12) rods; thence West parallel with the South line of said Section Thirteen (13) rods and six and one half feet (6 $\frac{1}{2}$) feet; thence South Twelve (12) rods to the South line of said section and thence East along the Section line Thirteen (13) rods and six and one half (6 $\frac{1}{2}$) feet to the place of beginning.

Outlot B, Sherman Oaks Plat 3

SUBJECT TO:

- 1.) This Permit shall be continuous and will terminate upon sale of the land, or, with or without cause, upon notification in writing to the Club or Sponsor thirty (30) days prior to termination by the City.
- 2.) The right-of-way shall be open to the general public for snowmobile use.
- 3.) The Club shall at all times have the right to enter upon said right-of-way for any purpose necessary to the performance of lawful powers and duties.
- 4.) The City shall have the right to close said right-of-way during any emergency, with the approval of the sponsor.
- 5.) This permit is for a 12-foot width over the route to be used.
- 6.) Indemnification. The Club shall hold harmless, indemnify, and defend the City, its officials, agents, and employees from and against any and all claims, demands, actions, or causes of action, expenses, including attorney fees, losses, damages or lawsuits for damages, of whatever kind or nature, arising from or related to the design, construction, or maintenance of the trail, inadequate or insufficient warning and information signs, and the Club’s negligent or willful acts or omissions.

- 7.) Insurance. The Club agrees to procure and maintain in full force and effect during the term of this Permit insurance coverage as follows:
- a. Commercial General Liability Insurance. The Club agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products, and completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
 - b. Additional Insurance Conditions.
 - i. The Club's policies shall be primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of the Club's performance under this Agreement.
 - ii. The Club is responsible for contract-related insurance premiums and deductibles.
 - iii. The Club's policies shall include legal defense fees in addition to its liability policy limits.
 - iv. The Club shall maintain insurance policies from insurance companies having an "AM BEST" rating of A-(minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota.
 - v. The City reserves the right to immediately terminate this Agreement if the Club is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Club.
 - vi. All insurance must be open to inspection by the City, and copies of policies must be submitted to the City's authorized representative upon request.
 - vii. The Club is required to submit Certificates of Insurance acceptable to the City as evidence of the required insurance coverage requirements.
- 8.) Independent Contractor Relationship. The Club shall operate as an independent contractor and the City shall not be responsible for workers' compensation or other employee benefits.
- 9.) Governing Law. This Agreement is shall be governed by and interpreted in accordance with laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Chisago County, Minnesota

10.) Entire Agreement. The entire agreement of the Parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

Dated: _____, 2022

CITY OF STACY

BY: _____
Mark Utecht, Mayor

AND _____
Sharon Payne, City Clerk

Dated: _____, 2022

KIWI SNOWMOBILE KLUB

BY: _____
Its: _____