

Agreement made:

BETWEEN:

**THE CORPORATION OF THE
TOWN OF SAUGEEN SHORES**

(the "Town")

- and —

MIRAMICHI SHORES LAND DEVELOPMENT LIMITED

(the "Owner")

Whereas:

- A. Miramichi Shores Land Development Limited (the "Owner") is the registered owner of the lands legally described as BLOCK 18, PL 3M268; SAUGEEN SHORES; being all of PIN 33268-2271(LT) (the "Property");
- B. The Corporation of the Town of Saugeen Shores (the "Town") is a municipal corporation incorporated pursuant to the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, and is the registered owner of the lands legally described as SHADY LANE, PL 508; SAUGEEN SHORES; being all of PIN 33268-0537(LT);
- C. A portion of Shady Lane forms part of Miramichi Bay Road, which is a Class 1 Street as per the Town's Zoning By-law No. 75-2006; however, that portion of Shady Lane which directly abuts the Property to the north, identified as Parts 1 and 2 on reference plan 3R-10970 attached hereto as Schedule A is unopened, untraveled and unassumed by the Town;
- D. The Owner requires ingress and egress over Part 2 on reference plan 3R-10970 to access the Property;
- E. The Town is prepared to grant the Owner an easement over that portion of Shady Lane described as Part 2 on reference plan 3R-10970 for the purpose of providing access from Miramichi Bay Road to its Property and access from its Property to Miramichi Bay Road; and
- F. As a prerequisite of the granting of an easement and the issuance of an entrance permit and any building permit for the Property, the Town requires the Owner to enter into this no demand for services agreement on the terms and conditions contained herein;

In consideration of other good and valuable consideration and the sum of \$1.00 of lawful money of Canada now paid by each of the parties to the other (the receipt whereof is hereby acknowledged), the Owner hereby covenants and agrees with the Town as follows:

Article 1 Recitals

- 1.1 The parties acknowledge and agree that the recitals contained herein are true and that both the Recitals and the Schedules attached shall form part of this Agreement.

Article 2 Shady Lane

- 2.1 For the purposes of this Agreement, any reference below to "Shady Lane" shall 3R-10970, being a reference plan prepared by D.A. Culbert, Ontario Land Surveyor deposited March 20, 2025 (see Schedule A).

- 2.2 The Town grants the Owner the right to use Shady Lane for the purpose of ingress and egress to the Property.
- 2.3 The Owner acknowledges that the Town has not assumed Shady Lane for public use. If the Town intends to do so, the Town shall provide thirty (30) days' prior written notice to the Owner.
- 2.4 The Owner acknowledges and agrees that the Town's approval for the Owner's use of Shady Lane is not exclusive or indefinite, as outlined herein.
- 2.5 The Owner shall maintain Shady Lane clear and free of all obstructions. At no time shall the Owner be entitled to park vehicles, or erect or place any objects directly on or encroach onto Shady Lane.
- 2.6 The Owner acknowledges that Shady Lane is not inspected, maintained and/or repaired by the Town nor does the Town intend to inspect, maintain and/or repair Shady Lane in the future.
- 2.7 The Owner acknowledges and agrees that the Town shall not be obligated to, nor will the Town be, providing any maintenance to Shady Lane, including winter maintenance.
- 2.8 The Owner further acknowledges and agrees that it will not demand any services from the Town, beyond what the Town has agreed to in this Agreement. If the Town provides a service voluntarily from time to time, this action by the Town shall not be deemed to be a commitment by the Town to perform such action on an ongoing basis.
- 2.9 The Owner shall from time to time and at all times hereafter fully indemnify and save harmless the Town, the Town's employees, consultants, contractors, agents, elected and appointed officials, successors and assigns, or any of them (collectively, the "Indemnified Persons"), from and against all actions, causes of action, suits, claims, demands, damages, liability, interest, expenses, losses, costs, liens, charges, prosecutions and any other proceedings whatsoever which may be brought against or made upon the Indemnified Persons, or any of them in respect of or arising out of the existence of this Agreement or any action taken or things done or maintained as a result of this Agreement or any inaction by the Town as a result of this Agreement and any loss, damage or injury (including death resulting from injury) to any person or property, howsoever caused (and whether directly or indirectly resulting from or sustained by reason of any act or omission of the Owner or any person for whom it is in law responsible or any other cause whatsoever), in connection with any of the purposes set out in this Agreement, except for any loss, damage or injury caused by the gross negligence or wilful misconduct of the Town or any person for whom it is in law responsible.
- 2.10 The Town shall not be liable, directly or indirectly, for any personal injuries that may be suffered or sustained by the Owner or any invitee of the Owner while traveling on Shady Lane or for any loss of or damage or injury to property belonging to the Owner or any other person as a result of same.
- 2.11 The Owner acknowledges that the Owner is required to apply for an entrance permit for the Property from the Town and that notwithstanding anything contained herein, the Owner shall meet any and all requirements that may be imposed on the Owner by the Town in order to obtain the required entrance permit.
- 2.12 The Owner agrees that the Owner shall require any future purchaser of the Property to agree to be bound by this Agreement and/or a similar agreement with the Town.

- 2.13 The Owner shall not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administration tribunal the right of the Town to enter into this Agreement and enforce each and every term, covenant or condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

Article 3 Building Permit

- 3.1 The execution of this Agreement is required by the Town as a precondition to the issuance of a building permit on the Property, when properly applied for.
- 3.2 The Owner acknowledges that the Owner is required to apply for a building permit for any development on the Property from the Town, and that notwithstanding anything contained herein, the Owner shall meet any and all requirements that may be imposed pursuant to the Ontario Building Code Act, 1992, S.O. 1992, c. 23 and the regulations thereto on the Owner by the Chief Building Official for the Town and shall satisfy the said Ontario Building Code Act and all applicable law prior to the issuance of a building permit.

Article 4 Zoning By-Law and Other Law

- 4.1 Notwithstanding any other requirements of this Agreement, the Property shall be developed in accordance with the provisions of the Town's Zoning By-law No. 75-2006, as amended from time to time.
- 4.2 The Owner shall comply with all applicable laws in relation to the development of the Property.

Article 5 Construction of Road Surface

- 5.1 The Owner is permitted to construct a road surface of gravel or asphalt on Shady Lane, subject to approval by the Town's Engineer and Director Development Services ("Director"), and/or designate, acting reasonably, and shall be responsible for the maintenance, repair and replacement of the same, including snow removal therefrom. Prior to commencing any work other than routine maintenance and/or snow removal on Shady Lane, the Owner shall provide written notification to the Town of its intentions and submit a design for approval.
- 5.2 The Owner acknowledges and agrees that it may be required to implement dust control measures, if requested.
- 5.3 All work in connection with the construction, maintenance, repair and/or replacement of Shady Lane shall be performed by the Owner in a good and workmanlike manner consistent with the standards from time to time established by the Town for similar works and shall have regard for public safety.
- 5.4 The Owner covenants and agrees to ensure that all work to be performed by it in accordance with this Agreement will be completed by qualified, competent and insured contractors. Within 5 business days of receiving a request in writing from the Town, or within 5 business days of the Owner hiring a contractor, the Owner will provide to the Town the name(s), qualifications and proof of insurance for any individuals performing the work.
- 5.5 The Owner shall be responsible for all future costs associated with the construction, maintenance, repair and/or replacement of Shady Lane.
- 5.6 The Owner specifically acknowledges that the uses granted herein shall not interfere with or impede the Town's right to install municipal infrastructure and/or third-party infrastructure within the said road allowance from time to time.

- 5.7 The Owner shall be responsible for posting signs stating “road not assumed by the municipality, use at your own risk” or such other wording as directed by the Director from time to time. The Owner shall be responsible for all costs associated with the signage and for maintaining the said signs.

Article 6 Insurance¶

- 6.1 The Owner shall obtain insurance against all damages or claims for damage arising from this Agreement with an Insurance Company authorized to issue insurance in the Province of Ontario. Such policy or policies issued to the Owner shall name the Town as an additional insured. The minimum limits of such policy, unless agreed upon by the Director, at its sole discretion, shall be \$2 million dollars (\$2,000,000) per occurrence. The Owner acknowledges that upon development of the Property, and if required by the Director, acting reasonably, the minimum limits of the said policy shall be increased. The said insurance policy shall include a provision that requires the insurance company to provide the Town with thirty (30) days’ written notice of termination of such policy. This requirement for insurance shall continue until this Agreement is terminated for any reason. The Owner shall provide to the Town proof of insurance upon signing of this Agreement and within 5 days of any request by the Town, from time to time.

Article 7 Registration of Agreement¶

- 7.1 The Owner consents to the registration of this Agreement and any schedules against title to the Property. Such registration shall be at the instance of the Town and at its sole discretion and the Owner agrees to execute any documentation necessary to affect the registration of this Agreement, if necessary.
- 7.2 The Owner shall be responsible for all costs, legal and otherwise, associated with the preparation and registration of this Agreement in the Land Registry Office for the County of Bruce (No.3).

Article 8 Default and Termination of Agreement

- 8.1 If the Owner is in breach of any covenant or obligation under this Agreement and fails to rectify the breach within 7 days after written notice from the Town subject to seasonal and weather conditions and availability of materials, the Town has the option to remedy the breach, and any costs incurred by the Town shall become due and payable by the Owner upon receipt of an invoice from the Town, and if not paid within 5 business days of receipt of the invoice, the Treasurer is authorized to add the amount of the invoice to the tax roll for the Property and it shall be collected in the same manner as municipal taxes. This section 8.1 shall not be deemed as a limitation on the Town’s rights of enforcement and to pursue any remedies available to it at common law or otherwise.
- 8.2 This Agreement shall terminate immediately upon the following:
- (a) Written consent of the parties herein; or
 - (b) The Town assuming Shady Lane as a public highway as evidenced by a By-law being registered in the Land Registry Office for Bruce County (No.3) free of any reserves lying between Shady Lane and the Property.

Article 9 Dispute Resolution

- 9.1 Any dispute between the parties relating to the interpretation or implementation of this Agreement will be addressed through good faith negotiation, with or without the assistance of a mediator (“Mediation”). The parties agree that if the

parties are not able to reach a resolution of all matters in dispute after Mediation, then the matters remaining in dispute will be finally determined by arbitration in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, c.17, and any amendments thereto.

Article 10 Notice

- 10.1 Any notice to be given under this Agreement shall be sufficiently given if delivered by hand, email, facsimile or if sent by prepaid first class mail and addressed to the Owner's representative at:

Miramachi Shores Land Development Limited
Attention: Brad Pryde, President
10 Collard Way
Port Elgin Ontario
N0H 2C0
Telephone:
Email: bpryde@bmts.com

Or to the Town at:

The Corporation of the Town of Saugeen Shores
Attention: Clerk
Box 820
600 Tomlinson Drive
Port Elgin, Ontario N0H 2C0
Telephone: 519-832-2008
Facsimile: 519-832-2140
Email: clerk@saugeenshores.ca

Receipt of such notice shall be deemed on:

- (a) the date of actual delivery of a hand delivered document; or
- (b) five (5) days following the date of mailing of the notice; or
- (c) email or facsimile, upon confirmation of successful transmission of the notice.

whichever is applicable. Notwithstanding the above, either party may change its address for notice by giving notice of change of address pursuant to this Section.

Article 11 – Miscellaneous

- 11.1 Notwithstanding anything in this Agreement, the Town shall not be held responsible for any damage or delays or be in default with respect to the performance of any of the terms of this Agreement as a result of any force majeure, strike, lock-out, labour dispute, civil commotion, war or similar event, invasion, the exercise of military power, act of God, government regulations or controls, inability to obtain any material or service, or any cause beyond the reasonable control of the party (unless such lack of control results from a deficiency in financial resources). Otherwise, time shall be of the essence of this Agreement and all the obligations contained herein.
- 11.2 This Agreement and the covenants, provisos, conditions and schedules herein contained, shall enure to the benefit of the Town and be binding upon the Owner and its respective heirs, executors, administrators, successors or assigns.
- 11.3 This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario.

- 11.4 This Agreement constitutes the entire agreement between the parties, and it is agreed that there is no covenant, promise, agreement, condition precedent or subsequent, warranty or representation or understanding whether oral or written, other than as set forth in this Agreement.
- 11.5 Registration Issues
- (a) In order to register this Agreement in the Land Titles Office, it may be necessary to remove one (1) or more or even all maps, plans, sketches and/or link references or other provisions from the copy(ies) of this Agreement to be registered. The parties agree to the said removal from the copy(ies) of this Agreement to be registered as required by the Land Titles Office;
 - (b) Despite any such removal, the provisions and contents of this Agreement as of the time of the signing of the same remain as the agreement between the parties and unaffected by any removal required to achieve the registration thereof as set out above. In the case of any inconsistency between the registered copy(ies) of this Agreement and the form and contents thereof as of the time of the signing of the same the latter shall prevail over the registered copy(ies) of this Agreement. Each party, upon the request of anyone, shall provide such person a copy of the full unabridged version of the signed Agreement inclusive of all maps, plans sketches and link references and anything else removed by the Land Titles Office in order to allow registration of this Agreement; and
 - (c) Anyone reviewing the registered version of this Agreement is hereby put on notice that the same may be missing one (1) or more or even all maps, plans sketches and/or link references or other provisions that have been removed in order to achieve the registration of this Agreement and should enquire of the parties or their solicitors for a full copy of this Agreement.
- 11.6 It is intended that each future owner of the Property shall assume the obligations of the Owner pursuant to this Agreement. To this end, the execution by such person of an acknowledgement that such person is bound by this Agreement (substantially in the form attached as Schedule "B") shall for all purposes be treated as an agreement signed by such person to assume the obligations of the Owner or any future owner of the Property as the case may be and the payment to and from such person from the Town of consideration therefor. Upon execution of an acknowledgement as aforesaid and delivery of the same to the Town such new owner of the Property shall be exclusively liable for all obligations of the Owner or subsequent owner of the Property pursuant to this Agreement and the Owner or such subsequent owner of the Property as the case may be shall thereafter be released from all liability to the Town on account of this Agreement.
- 11.7 If any article, section, subsection, paragraph, clause or subclause or any of the words contained in this Agreement shall be held wholly or partially illegal, invalid or unenforceable by any court of competent jurisdiction, the Town and Owner agree that the remainder of this Agreement shall not be affected by the judicial holding, but shall remain in full force and effect.
- 11.8 No supplement, amendment or waiver of or under this Agreement, except with respect to the address for Notice, shall be binding unless executed in writing by all parties. No waiver by a party of any provision of this Agreement shall be deemed to be a waiver of any other provision unless otherwise expressly provided.

11.9 The Owner acknowledges that this Agreement is a public document and subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time.

11.10 The Owner acknowledges that the Owner has received the benefit of legal advice with respect to the execution of this Agreement.

11.11 This Agreement:

(a) may be executed (including by electronic means) in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one (1) and the same Agreement; and,

(b) may be transmitted and delivered by electronic transmission;

and any such delivery of this Agreement so executed shall be deemed to be the equivalent of the delivery of an executed original of this Agreement.

11.12 The parties consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act, 2000*, S.O. 2000, c.17, as amended from time to time with respect to the execution of this Agreement.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

Miramichi Shores Land Development Limited

Per:

Brad Pryde
I have authority to bind the Corporation.
Date

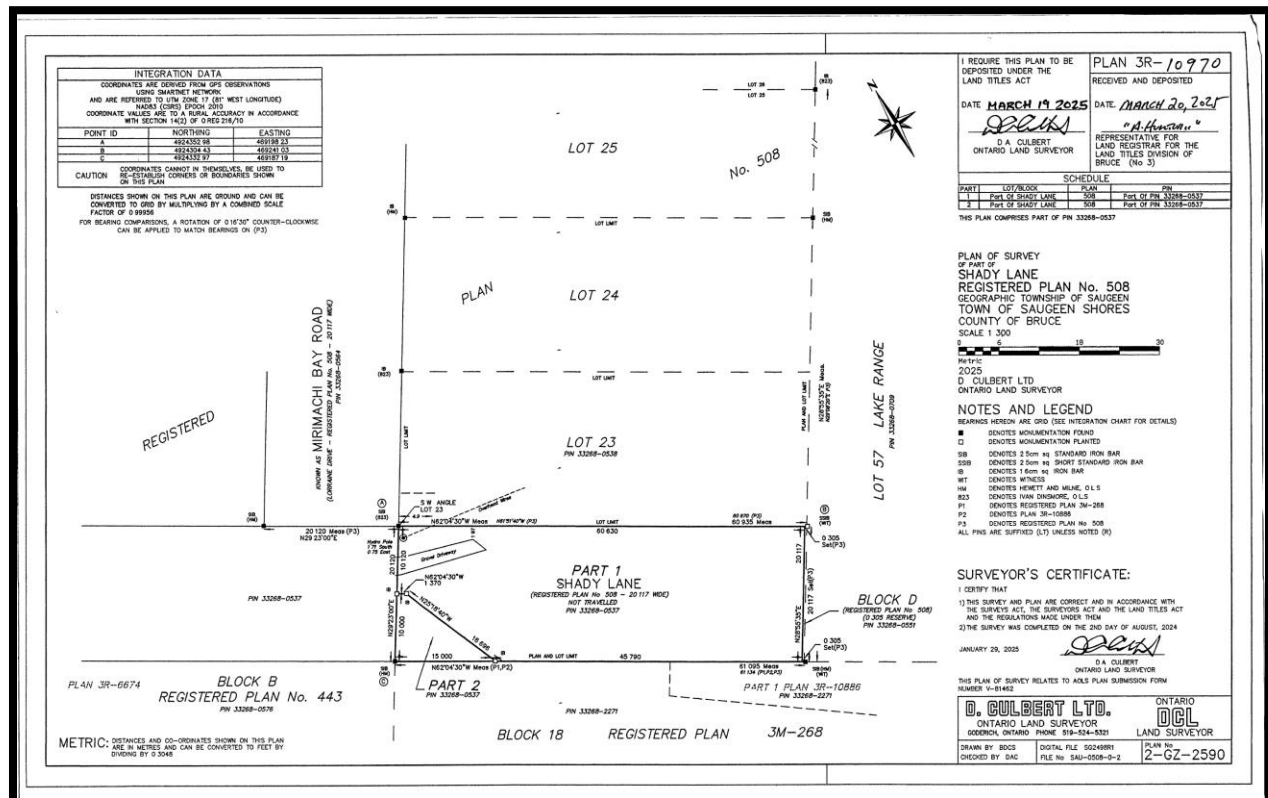
The Corporation of the Town of Saugeen Shores

Luke Charbonneau, Mayor
Date

Dawn Mittelholtz, Clerk
Date
We have the authority to bind the Corporation.

Schedule “A”

Reference Plan 3R-10970



Schedule “B”

Acknowledgement

The successor in title to the Owner and subsequent owners of the Property must sign an acknowledgement to assume and be bound by this Agreement as if such successor were an original party and signatory.

Such acknowledgement shall be substantially in the following form.

In consideration of the payment of One Dollar (\$1.00) by [existing parties at the time] to the undersigned (the receipt of which is acknowledged by the undersigned, the undersigned agrees that it is bound by the agreement attached hereto and the same shall for all purposes be treated as an agreement signed by the undersigned with the existing parties thereto.

SIGNED AND SEALED as of the ____ day of _____, 20____.

SUCCESSOR IN TITLE

Per:

Name:
Title:
Per

Name:
Title:
I/We have authority to bind the corporation.

Attach copy of the agreement