

ACCESS EASEMENT

WITNESSETH that in consideration of other good and valuable consideration and the sum of Two (\$2.00) Dollars of lawful money of Canada now paid by the Transferee to the Transferor, (the receipt whereof is hereby acknowledged), the Transferor hereby grants, conveys and transfers unto the Transferee, its successors and assigns forever as appurtenant to the lands of the Transferee or such of those lands as may be benefited thereby, a free and unobstructed right, interest and non-exclusive easement in perpetuity in favour of Block 18 of Plan 3M-268 in the Town of Saugeen Shores, County of Bruce, identified as PIN 33268-2271 (the "Dominant Lands") across, over, along, upon, and through part of Shady Lane of Registered Plan No. 508 in the Town of Saugeen Shores, County of Bruce identified as PIN 33268-0537; being more particularly described as Part 2 of Reference Plan 3R-10970 (the "Servient Lands") for motor vehicles, pedestrians, bicycles, and persons using assisted mobility devices, including motorized assisted mobility devices, such as motorized wheelchairs ingress and egress across, over, along, upon and through the Servient Lands to and from the Dominant Lands to and from the abutting municipal street(s).

The Transferee is permitted to construct a road surface of gravel or asphalt on the Servient Lands for the benefit of the Dominant Lands to facilitate the access rights contained herein, and shall be solely responsible for all construction, maintenance and repair of the said road surface, including without limitation the removal of snow therefrom. The Transferee shall at all times maintain the road surface and Servient Lands in a reasonably good condition for the agreed upon purposes. Any construction of the road surface shall be approved by the Transferor, at its sole discretion, acting reasonably, in advance of the work being performed. Any costs associated with the construction, maintenance and/or repair of the road surface or the Servient Lands shall be borne by the Transferee, unless agreed otherwise by the Transferor in writing

The Transferee covenants and agrees that the Transferee shall ensure that any and all work performed on the Servient Lands by or on behalf of the Transferee is carried out in a good and workmanlike manner. The Transferee shall ensure that any and all work performed shall comply at all times with all applicable building codes, construction standards, statutes, rules, regulations, legislation and standards relating thereto and with the preservation of public health and safety.

Any damage done to the Servient Lands by the Transferee shall be restored and made good by the Transferee acting diligently and within a reasonable period of time subject to seasonal and weather conditions and availability of materials.

The Transferee shall from time to time and at all times hereafter fully indemnify and save harmless the Transferor, the Transferor'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 the easements and rights in 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 Transferee 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 right-of-way, except for any loss, damage or injury caused by the negligence or wilful misconduct of the Transferor or any person for whom it is in law responsible.

This easement shall be binding upon and enure to the benefit and burden of the parties and their respective successors and assigns.

This easement shall be subject to the laws of the Province of Ontario.

The Transferee covenants and agrees that the Transferee shall comply with applicable environmental bylaws, statutes, rules, regulations, and legislation in connection with the exercise of the rights granted herein.

This easement agreement may be signed in counterparts and by electronic transmission, which shall for all purposes be deemed to be an original, and all such separate counterparts shall together constitute one and the same legally binding instrument.

N 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.