

PROVISIONS OF THE 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 of which 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 them as may be benefited thereby:

PUBLIC TRAIL SYSTEM

Easement:

1. Subject to the provisions and limitations set out below, the free, unrestricted and unobstructed right, interest and easement in perpetuity on, over and through the servient lands described as part of Block 18, Plan 3M-268 being more particularly described as Part 1 of Reference Plan 3R-10886 (the "Servient Lands") for pedestrian and for persons using assisted mobility devices, including motorized assisted mobility devices, such as motorized wheelchairs, members of the public for ingress and egress and by and on behalf of the Transferee and by its employees, contractors, servants and agents ("Authorized Representatives") including without limitation of the foregoing for access to establish, groom, maintain, sign and use the Servient Lands for passive recreational uses and public ingress, egress, access, use and enjoyment in, on and across the Servient Lands to include but not limited to walking, non-motorized bicycle riding, skiing, running, horseback riding and other forms of non-motorized active transportation and recreational use save and except for any type of motorized method of transportation other than as aforesaid and below.
2. Notwithstanding the restriction contained in paragraph 1 above related to motorized methods of transportation, the Transferee and its Authorized Representatives shall be authorized to use midsize tractors, quad bikes/all-terrain vehicles, gators and other similar type vehicles (collectively "the Permitted Vehicles"), including trailers, equipment and materials strictly and solely for the purpose of establishing, grooming, maintaining and signing the trail referred to herein as well as for the purpose of travelling over the said easement land to establish, groom, maintain and sign the public trail system located on the abutting lands, being Block 17 on Plan 3M-268.
3. Without limiting the generality of the foregoing, the Transferor grants to the Transferee the right for the purposes set out above to dig up the soil of the lands hereinafter described, to remove roots and trees and take down fences to give access to the said lands, so far as may be necessary, it being understood that any damage done shall be restored or made good within a reasonable time period by the Transferee subject to seasonal and weather conditions.
4. The Transferee is responsible to do any work required to maintain the said trail. The Transferor agrees that some pruning and tree removal may be required to ensure that trail width is maintained for safety and liability reasons. Pruning will be carried out by the Transferee's staff at the discretion of such staff for safety and liability reasons and will not require consultation with the Transferor.
5. The Transferor and Transferee agree that the Transferee and the Authorized Representatives of the Transferee, shall have access to the Servient Lands at all reasonable times for the purpose of opening and closing, upgrading, and maintaining any trail(s) located on the Servient Lands.

6. The Transferee covenants and agrees that it shall ensure that any and all work performed on the Servient Lands by the Transferee's Authorized Representatives is carried out in a good and workmanlike manner. The Transferee shall ensure that any 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.
7. The Transferee shall maintain the Servient Lands in reasonably good condition for the agreed upon purposes and undertake to post appropriate signage, remove on a regular basis any litter caused by trail users, and repair or replace property damaged by trail users on the Servient Lands.
8. The Transferee is hereby authorized to be the Transferor's agent to supervise and enforce the uses defined hereunder with respect to the Servient Lands in accordance with the Trespass to Property Act, R.S.O. 1990, c.T21 and the Occupiers Liability Act, R.S.O. 1990, c.O-2 as amended, including the right to regulate the Servient Lands as if the Servient Lands were public lands.
9. The Transferee shall from time to time and at all times hereafter fully indemnify and save harmless the Transferor, the Transferor's directors, officers, 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 document 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 willful misconduct of the Transferor or any person for whom it is in law responsible. Transferee shall take out and maintain or cause to be taken out and maintained comprehensive general and legal liability insurance against personal and bodily injury, including death, and property damage, with respect to the Servient Lands and the Transferee's use thereof, on an occurrence basis and having limits of not less than five million dollars (\$5,000,000.00) or such other amounts as may be reasonably required from time to time, in respect of any one occurrence. The policy of insurance shall include the Transferor as named insured. The Transferee shall provide satisfactory evidence of such insurance to the Transferor from time to time upon written request.
10. This benefit and burdens of this easement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns in perpetuity.
11. 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.
12. The Transferee shall ensure that the Transferee's Authorized Representatives performing work on the Servient Lands carry appropriate workplace safety insurance in accordance with applicable provincial and federal legislation in place from time to time.
13. This is an Easement in Gross.

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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 (Transferor)

Per:

Brad Pryde
I have authority to bind the Corporation.
Date

The Corporation of the Town of Saugeen Shores (Transferee)

Luke Charbonneau, Mayor
Date

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