

CONSERVATION AGREEMENT

This Agreement is made as of the • day of •, 2023,

BETWEEN:

THE MADAWASKA CLUB OF GO HOME BAY, a corporation incorporated without share capital that is existing under the laws of the Province of Ontario,

(the “**Property Owner**”)

- and –

THE GEORGIAN BAY TRUST FOUNDATION, INC., a corporation without share capital incorporated and existing under the laws of Canada,

(“**GBLT**”).

BACKGROUND:

- A. The Property Owner is the registered owner in fee simple of the lands located in the Township of Georgian Bay, in the District of Muskoka which are legally described in Schedule “A” attached hereto (the “**Club Property**”).
- B. The Club Property, with the exception of a portion of the property comprising PIN •, is currently undeveloped, is maintained by the Property Owner in its natural state and is used by members of the Property Owner and their guests for recreational purposes (the Club Property, excluding that portion of PIN • described in Schedule “B” attached hereto, hereinafter referred to as the “**Open Lands**” and the area to be excluded from PIN • hereinafter referred to as the “**Main Dock/Caretaker’s Site Excluded Area**”).
- C. The Property Owner wishes to enhance the protection afforded to the Open Lands by ensuring that they remain undeveloped and by prohibiting or restricting certain activities that may be conducted on the Open Lands, all with a view to maintaining the Natural Values and Features of the Open Lands as they presently exist or as they may naturally evolve over time.
- D. Accordingly, the Property Owner has agreed to grant a conservation easement in favour of GBLT in accordance with the *Conservation Land Act* (Ontario) (the “**Act**”) in order to be bound by the restrictions on development and use of the Open Lands as provided in this Agreement.

E. GBLT is a corporation without share capital established under the laws of Canada for the purpose of acquiring and holding in trust interests in land for the purpose, inter alia, of conserving the eastern shore of Georgian Bay and the North Channel and, GBLT is a “conservation body” for the purposes of the Act and GBLT is a “Certified Recipient of Ecological Gifts” under the Ecological Gifts Program of Canada and is an environmental charity eligible to receive and hold gifts of land or conservation easements under the Canadian Ecological Gifts Program.

NOW THEREFORE this Agreement evidences that in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the parties are entering into this Agreement in order for the Property Owner to grant the conservation easement described herein and agreements set out herein:

Article 1 Interpretation

1.1 **Definitions.** In this Agreement and the schedules attached hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms and expressions shall have the following meanings:

“Access Easement” means the access easement described in Article 5.

“Act” means the *Conservation Land Act* R.S.O. 1990, c. C.28, as amended from time to time and any statute that may be enacted in substitution or replacement thereof.

“Agreement” means this agreement and the schedules attached hereto, as the same may be amended from time to time and, for greater certainty, includes the Access Easement and the Restrictions.

“Authorized Person” means at any time during the Term any person who at such time:

- (i) is a director or officer of the Property Owner;
- (ii) is, in accordance with its by-laws, a member in good standing of the Property Owner;
- (iii) is a person related to a member in good standing of the Property Owner;
- (iv) is a guest of a person described in clause (ii) or (iii) above including persons and members of their families who are at such time renting a residence at Go Home Bay from a member in good standing of the Property Owner; and
- (v) is an invitee of the Property Owner, including any contractor engaged by the Property Owner to perform work on the Open Lands.

“Business Day” means any day other than a Saturday, Sunday, or a day which is a statutory or public holiday in the Province of Ontario.

“Conservation Body” has the meaning ascribed to such term in the Act.

“Conservation Intent” means the intention of the parties as expressed in Section 2.2 of this Agreement.

“Ecological Gift Program” means the Canadian Ecological Gift Program established by the federal government of Canada, administered by the Canadian Wildlife Service of Environment and Climate Change Canada, as such program exists as of the date of this Agreement and as such program may in the future be modified, amended or superseded.

“Good Forestry Practices” means the proper maintenance of harvest, renewal and maintenance activities known to be appropriate for the forest and environmental conditions under which they are being applied and that minimize detriments to (i) significant ecosystems, (ii) wildlife habitat, and (iii) soil and water quality and quantity.

Main Dock/Caretaker’s Site Excluded Area” has the meaning ascribed to such term in paragraph B of the Background above.

“Minister” means the Ontario Minister of Natural Resources, or his or her successor.

“Natural Values and Features” means with respect to the Open Lands, the natural communities of stone, soil, water, plants and wildlife comprising, or living on, the Open Lands. For greater certainty, the Natural Values and Features of the Open Lands include the wetland, interior lake and forest ecosystems constituting the habitat for wildlife that are described in the Report and any amendments and updates thereto, as such community may evolve over time, with minimal interference by human activity.

“Open Lands” has the meaning ascribed to such term in paragraph B of the Background, above.

“Permitted Activities” means activities of a recreational, research and social nature which are (i) permitted by the Property Owner from time to time, (ii) compatible with the Conservation Intent, and (iii) not destructive in a material respect to the Natural Values and Features of the Open Lands. For greater certainty, “Permitted Activities” include those activities described in Article 5.0 of Schedule “D”.

“Permitted Encumbrances” means those charges, encumbrances, liens, mortgages and restrictions set forth in Schedule “E”.

“Person” means any individual, corporation, association, partnership, trust, Conservation Body, governmental authority or other group or entity of any kind whatsoever.

“Report” means the Baseline Documentation Report describing the Open Lands and documenting the Natural Values and Features and current uses of the Open Lands, attached hereto as Schedule “C”, and throughout the Term includes any amendments made to the Report.

“Restrictions” means the restrictions set out in Article 3.0 of Schedule “D” attached hereto, subject to (i) the qualifications and exceptions set forth in Article 4.0 of such Schedule “D” and (ii) the Property Owner’s right to carry on the Permitted Activities.

“Term” means the term of this Agreement, being from and including the date of the Agreement to the 999th anniversary of the date of the Agreement.

“Third Party” any Person who is not a party to this Agreement.

1.2 **Schedules.** The following schedules, which are attached to this Agreement, shall be considered to be part hereof:

Schedule "A"	-	Legal Description of the Open Lands
Schedule "B"	-	Main Dock/Caretaker's Site Excluded Area
Schedule "C"	-	Baseline Report
Schedule "D"	-	Restrictions and Permitted Activities
Schedule "E"	-	Permitted Encumbrances

1.3 Certain Rules of Interpretation. In this Agreement:

- (a) the division of this Agreement into Articles, Sections, Subsections and Schedules are for convenience of reference only. The insertion of headings is also for convenience of reference only and such headings shall not affect the construction or interpretation of this Agreement;
- (b) the expressions "**hereof**", "**herein**", "**hereto**", "**hereunder**", "**hereby**" and similar expressions refer to this Agreement as a whole and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires:
 - (i) references in this Agreement to any Article, Section, Subsection or Schedule are references to the Article, Section or Subsection of, or Schedule to, this Agreement.
 - (ii) "**including**" or "**includes**" means "including (or includes) but is not limited to", and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
 - (iii) references in this Agreement to any legislation, statutory instrument or regulation, or any section thereof shall, unless otherwise expressly stated, be deemed to be references to the legislation, statutory instrument, regulation or section as amended, restated, re-enacted or replaced and in effect from time to time; and
 - (iv) words importing the singular include the plural and vice versa, and words importing one gender include all genders.

1.4 Computation of Time. In this Agreement, unless specified otherwise or the context otherwise requires:

- (a) a reference to a period of days is deemed to begin on the first day after the event that started the period and to end at 5:00 p.m. on the last day of the period, but if the last day of the period does not fall on a Business Day, the period ends at 5:00 p.m. on the next succeeding Business Day;
- (b) all references to specific dates mean 5:00 p.m. on the dates;
- (c) all references to specific times shall be references to Toronto time; and

(d) with respect to the calculation of any period of time, references to "**from**" mean "from and excluding" and references to "**to**" or "**until**" mean "to and including".

1.5 **Performance on Business Days.** If any payment is required to be made or other action is required to be taken pursuant to this Agreement on a day which is not a Business Day, then such payment or action is valid if made or taken on or by the next succeeding Business Day.

1.6 **Currency and Payment Obligations.** All dollar amounts or "\$" referred to in this Agreement are stated in Canadian Dollars and any payment contemplated by this Agreement shall be made by certified cheque, bank draft, wire transfer or any other method that provides immediately available funds.

Article 2

Acknowledgements and Statements of Intent and Purpose

2.1 **Acknowledgement of Open Lands History.** GBLT acknowledges that the Property Owner has been the owner of the Open Lands for more than 100 years and that during that time the Property Owner has stewarded the Open Lands in a manner that has allowed Authorized Persons to use the Open Lands for recreational, research and social activities, including the Permitted Activities, while maintaining the Natural Values and Features of the Open Lands.

2.2 **Conservation Intent.** The Property Owner and GBLT have entered into this Agreement for the purpose of maintaining the Natural Values and Features of the Open Lands as they exist as of the commencement of the Term and as they may naturally evolve over time throughout the Term. In furtherance of that intent, the Property Owner has agreed, subject to the qualifications and exceptions set out in Article 4.0 of Schedule "D" attached hereto, to comply with the Restrictions set out in Article 3.0 of Schedule "D" attached hereto in order to preclude any activities that:

- (a) would materially interfere with, damage or destroy the Natural Values or Features of the Open Lands; or
- (b) materially alter the natural processes affecting the Open Lands.

GBLT acknowledges and agrees that it is not the intent of this Agreement to restrict the Property Owner from conducting or engaging in, or permitting Authorized Persons from conducting or engaging in, any activity on the Open Lands that is not expressly restricted or prohibited by the Restrictions provided that such activity:

- (c) would not materially interfere with, damage or destroy the Natural Values or Features of the Open Lands; or
- (d) would not materially alter the natural processes affecting the Open Lands.

2.3 Acknowledgement of GBLT with respect to Conservation Intent. GBLT acknowledges the Conservation Intent. GBLT confirms that it wishes to support the Conservation Intent. GBLT agrees that it will perform its obligation to monitor compliance with this Agreement, and exercise its rights to enforce the terms of this Agreement, in a manner that is consistent with the Conservation Intent.

2.4 Property Owner's Right to Choose Conservation Body. The Property Owner has chosen to enter into this Agreement with GBLT, and GBLT acknowledges that it has been chosen by the Property Owner as the counterparty to this Agreement, because the mission, vision, values and activities of GBLT as they exist as of the date of this Agreement are consistent and compatible with the Conservation Intent. Accordingly, GBLT agrees that if for any reason during the Term GBLT is required or wishes to assign this Agreement and its rights and obligations under this Agreement to another Conservation Body, the Property Owner shall be entitled to approve the Conservation Body to whom this Agreement is assigned by GBLT, provided that the Property Owner shall not withhold its approval to an assignment to a Conservation Body whose mission, vision, values and activities are consistent and compatible with the Conservation Intent. GBLT and the Property Owner acknowledge and agree that in the case of an ecological gift under the Ecological Gift Program any such assignment shall be subject to compliance with the requirements of the Ecological Gift Program, including to the extent so required, the consent of the Minister of Environment and Climate Change (Canada) or his or her successor.

2.5 No Third Party Beneficiaries. The Property Owner and GBLT acknowledge to each other and agree that this Agreement does not, and is not intended to, confer, and shall not be construed as conferring:

- (a) any interest in the Open Lands upon any Person who is a Third Party; or
- (b) any rights (including any third party beneficiary rights) upon any Person who is a Third Party.

For greater certainty, no Third Party shall be entitled to enforce any of the Restrictions. Nothing in this Section 2.5 shall restrict or limit the rights of the Minister under the Act.

2.6 Interpretation of this Agreement. The Property Owner and GBLT agree that this Agreement shall be construed, interpreted, performed and applied so as to give effect to the Conservation Intent.

Article 3 Certain Representations and Warranties

3.1 Representations of the Property Owner. The Property Owner represents and warrants as of the date of this Agreement to GBLT as follows:

- (a) The Property Owner is the legal, registered and beneficial owner of the Open Lands in fee simple with such title free and clear of any charges, encumbrances, liens, mortgages or

restrictions of any kind whatsoever save and except for the Permitted Encumbrances.

- (b) The Property Owner is not bound by any encumbrance or agreement that would prevent or impede its compliance with this Agreement.
- (c) The execution and delivery of this Agreement by the Property Owner has been duly authorized by all corporate proceedings required in order for the Property Owner to execute and deliver this Agreement.
- (d) This Agreement constitutes a legal, valid and binding obligation of the Property Owner.

3.2 Representations of GBLT. GBLT represents and warrants as of the date of this Agreement to the Property Owner as follows:

- (a) GBLT is a Conservation Body within the meaning of the Act.
- (b) GBLT is certified by the Ecological Gifts Program of Canada to receive and hold gifts of conservation lands and conservation easements and GBLT is an eligible conservation charity for the purpose of the Canadian Ecological Gifts Program.
- (c) GBLT is not bound by any encumbrance or agreement that would prevent or impede its compliance with this Agreement.
- (d) The execution and delivery of this Agreement by GBLT has been duly authorized by all corporate and other proceedings required in order for GBLT to execute and deliver this Agreement.
- (e) This Agreement constitute a legal, valid and binding obligation of GBLT.

3.3 Acknowledgements Regarding the Report. The Property Owner and GBLT acknowledge and agree that the Report accurately describes the Natural Values and Features of the Open Lands. The Property Owner represents to GBLT that to the knowledge of the current members of the board of directors of the Property Owner the description in the Report of the historical activities that have taken place on, and the historical uses that have been made of, the Open Lands is an accurate description in all material respects of such activities and uses during the period while the Open Lands have been owned by the Property Owner. GBLT acknowledges that such activities and uses have not materially, adversely impacted the Natural Values and Features of the Open Lands. The Property Owner and GBLT agree that the Report is intended to serve as an objective information base for the current state of the Open Lands and for monitoring compliance with this Agreement.

Article 4 Covenants of the Parties

4.1 Property Owner's Covenant of Compliance. The Property Owner covenants that throughout the Term:

- (a) the Property Owner will abide by the Restrictions;

- (b) the Property Owner will use all reasonable efforts to (i) inform Authorized Persons of the Restrictions and (ii) require Authorized Persons to abide by the Restrictions; and
- (c) the Property Owner will not knowingly authorize any Person to breach any of the Restrictions.

If the board of directors of the Property Owner becomes aware of any Authorized Person or Authorized Persons engaging in, or having engaged in, any activity on the Open Lands which would constitute a breach of the Restrictions, then the Property Owner will in those circumstances:

- (d) promptly notify GBLT of such; and
- (e) to the extent that the Property Owner is able to identify the Authorized Person who is, or the Authorized Persons who are, engaging in, or who has or have engaged in, such activity, take such steps, actions or proceedings which are reasonable in the circumstances having regard to the resources of the Property Owner in order to cause such Authorized Person, or Authorized Persons, to cease such activity and to:
 - (i) rectify or ameliorate the damage to the Natural Values and Features of the Open Lands being caused by, or caused by, such activity, or
 - (ii) to indemnify the Property Owner for the costs incurred by the Property Owner and/or GBLT in order to rectify or ameliorate the damage to the Natural Values and Features of the Open Lands being caused by, or caused by, such activity.

Notwithstanding the foregoing, the Property Owner, by itself or in cooperation with GBLT, may (but shall not be obligated to) undertake such reasonable steps or actions as are necessary or desirable in order to rectify, or ameliorate, to the extent that such rectification or amelioration is reasonably possible, any adverse impact to the Natural Values and Features of the Open Lands which has resulted from the activity of an Authorized Person or Authorized Persons which would, if carried on by the Property Owner, constitute a breach of the Restrictions. Further, if the board of directors of the Property Owner becomes aware of any anticipated breach of the Restrictions by an Authorized Person or Authorized Persons, the Property Owner will promptly notify GBLT of such and by itself, or in cooperation with GBLT, take such steps, actions or proceedings which are reasonable in the circumstances having regard to the resources of the Property Owner to prevent the anticipated breach from occurring.

4.2 GBLT's Covenant of Compliance. Pursuant to the Act, GBLT is a party to this Agreement for the purpose of monitoring and enforcing the Property Owner's compliance with the covenants made by the Property Owner under Section 4.1 of this Agreement. In performing its monitoring obligations, GBLT covenants that throughout the Term:

- (a) GBLT will abide by the Restrictions;
- (b) GBLT will not, nor will it permit any of its representatives to, undertake, authorize or permit any activities on the Open Lands that are not in compliance with the Restrictions or necessary to fulfill its obligations under this Agreement;
- (c) other than with the prior written approval of the Property Owner, GBLT will not access,

nor will it grant any of its representatives to have any access to, the Open Lands for any purpose other than fulfilling its monitoring obligations under this Agreement; and

- (d) GBLT will not encourage in any way whatsoever, including through its written or online publications and website, any public access to the Open Lands.

If GBLT becomes aware of any breach, or any anticipated breach, of the Restrictions, GBLT will notify the Property Owner of such breach or anticipated breach. Following such notice, GBLT shall, in cooperation with the Property Owner, allow the Property Owner to undertake such reasonable steps or actions as are necessary or desirable in order to rectify, or ameliorate, to the extent that such rectification or amelioration is reasonably possible, any adverse impact of any breach or to prevent the anticipated breach from occurring. If the Property Owner refuses or fails to undertake such steps or actions, GBLT is authorized to undertake such reasonable steps or actions as are necessary or desirable in order to rectify, or ameliorate, to the extent that such rectification or amelioration is reasonably possible, any adverse impact of any breach or to prevent the anticipated breach from occurring.

4.3 Effect of Restrictions. The Property Owner and GBLT covenant and agree with each other as follows:

- (a) the Restrictions shall be deemed to be restrictive covenants governed by and having the benefit of the Act;
- (b) this Agreement shall initially be registered on title against the Club Property in the event that there is no registrable legal description of the Open Lands allowing this Agreement to be registered against the Open Lands alone (and the Property Owner hereby consents to such registration);
- (c) upon the registration of this Agreement on title to the Club Property, the burden of the Restrictions shall run with and bind the Open Lands and every part thereof but shall not run with or bind the Main Dock/Caretaker's Site Excluded Area; and
- (d) At any time following registration of this Agreement against the Club Property the Owner shall be entitled at its cost, and in compliance with the Act and other applicable legislation, to take all steps required to allow for the Agreement to be registered against the Open Lands alone including release of the Agreement from the Main Dock/Caretakers Site Excluded Area. GBLT shall cooperate and assist the Owner in this regard including, without limitation, executing any consents, releases, amending agreements or other documentation required to allow this to occur.

4.4 Use of Open Lands. GBLT acknowledges that it has been advised by the Property Owner that the activities described in Section 5.0 of Schedule "D" are activities that Authorized Persons have engaged in on the Open Lands from time to time since the Open Lands were acquired by the Property Owner. GBLT acknowledges that such activities, apart from the historic trapping activities, have not materially adversely affected, and have not been destructive to, the Natural Values and Features of the Open Lands. Accordingly, GBLT acknowledges and agrees that such activities constitute Permitted Activities under the terms of this Agreement and that the

continuation of those activities shall not constitute a breach of the Restrictions. Furthermore, GBLT covenants to and with the Property Owner that it will not take any actions or proceedings under this Agreement or the provisions of the Act to restrict or prohibit the continuation of the Permitted Activities on the Open Lands. Furthermore, GBLT agrees that the Property Owner (which for this purpose includes all Authorized Persons) shall not be restricted or prohibited from:

- (a) carrying on any new or additional activities, provided such are not restricted by the Restrictions, of a recreational, research or social nature that are not expressly listed in Section 5.0 of Schedule "D" so long as such activities would not (i) materially interfere with, damage or destroy the Natural Values or Features of the Open Lands; or (ii) materially alter the natural processes affecting the Open Lands; or
- (b) engaging in or authorizing any of the development activities which constitute exceptions to the Restrictions as outlined in Article 4.0 of Schedule "D" attached hereto.

4.5 **Amendment.** Where the covenants and agreements in this Agreement are in furtherance of an ecological gift under the *Income Tax Act* (Canada), no waiver, release or variance of Restrictions or other terms of this Agreement may be effected without the authorization of the Minister responsible for Environment Canada or any replacement entity responsible for enforcing the provisions relating to ecological gifts, if such authorization is necessary. No amendment to the terms of this Agreement shall be binding or effective unless made in writing and signed by the Property Owner and GBLT. In addition, and to the extent applicable at such time, any such amendment shall not be binding or effective without the written consent of the Minister as may be required by the Act. GBLT covenants to the Property Owner that should the Property Owner and GBLT agree to any amendment of this Agreement and to the extent required at such time by the provisions of the Act and/or the Ecological Gift Program if it is an ecological gift, GBLT will advise the Minister and/or the Minister of Environment and Climate Change Canada (Canada), as required, in writing of its support for such amendment.

4.6 **Ecological Gift Program.**

The Property Owner is entering into this Agreement and granting an access easement (as described in Article 5 herein) to GBLT for the purpose of donating this conservation easement to GBLT. The Property Owner and GBLT will take all reasonable efforts as may be required or as may be desirable in order to attempt to qualify the donation by the Property Owner of the conservation easement as an ecological gift under the Ecological Gift Program. Further, until a determination has been made about the qualification of the donation as an ecological gift under the program GBLT will use all reasonable efforts to remain an environmental charity eligible to receive and hold gifts of land or conservation easements under the Canadian Ecological Gifts Program.

Article 5
GBLT's Access to the Open Lands

5.1 **Grant of Access Easement.** Pursuant to the applicable provisions of the Act, the Property Owner hereby grants to GBLT an access easement over the Open Lands. The access granted to GBLT by the Property Owner pursuant to such access easement shall be limited to the following purposes:

- (a) monitoring and enforcing compliance with this Agreement; and
- (b) enabling GBLT to determine, through inspection, testing or otherwise, whether or not the Restrictions and the obligations of the Property Owner under this Agreement are being complied with.

In particular, the access easement granted by the Property Owner to GBLT hereunder shall entitle GBLT, upon the failure of the Property Owner to fulfill its covenants set out in Section 4.1 but in compliance with the procedural requirements of Section 8.1, to carry out such reasonable actions as are necessary to rectify or ameliorate, to the extent that such rectification or amelioration is reasonably possible, any adverse impact to the Natural Values and Features of the Open Lands resulting from the Property Owner's failure to abide by and fulfill such covenants. The Property Owner acknowledges and agrees that the cost of any such rectification or amelioration steps or actions which are reasonably taken by or on behalf of GBLT shall be the responsibility of the Property Owner and the Property Owner hereby agrees to indemnify GBLT, on a full indemnity basis, for all such costs.

5.2 **Exercise of Access Easement.** The exercise by GBLT of its rights under this Agreement shall be subject to the following:

- (a) GBLT's right to access the Open Lands shall, in the absence of any breach of the Restrictions, be limited to its directors, officers, employees and authorized consultants. Such access shall be permitted for the purpose of monitoring compliance by the Property Owner with the Restrictions and for the purpose of updating the Report in accordance with this Agreement.
- (b) Entry on the Open Lands by GBLT, following any breach of the Restrictions and compliance with the provisions of Section 8.1, shall be limited to its directors, officers, employees, authorized consultants and contractors solely for the purpose undertaking such remediation, restoration or rehabilitation activities as are necessary to rectify the breach of the Restrictions or any damage to the Natural Values and Features of the Open Lands arising from any breach of the Restrictions. In exercising such access, GBLT shall take, or shall cause its directors, officers, employees, authorized consultants and contractors to take, all measures which in the circumstances are reasonably required to ensure that such entry complies with the Restrictions and that such entry interferes as little as reasonably possible with the use and enjoyment of the Open Lands by the Property Owner and its Authorized Persons.
- (c) Prior written notice of at least ten Business Days shall be given by GBLT to the Property

Owner of GBLT's intention to enter the Open Lands, unless GBLT, acting reasonably, has cause to believe that an emergency or other circumstance exists which precludes the giving of such notice, in which case GBLT shall provide the Property Owner with as much notice as is practicable in the circumstances.

Article 6

Ownership Rights and Responsibilities

6.1 Ownership Responsibilities. The Property Owner shall, at its expense, continue to care for and maintain the Open Lands in a manner that is consistent with the stewardship practices which it has undertaken from the date on which it became the owner of the Open Lands. GBLT acknowledges that access to the Open Lands is not, and cannot be, fully restricted or controlled by the Property Owner and due to the seasonal nature of the Go Home Bay community the Property Owner is not able to actively monitor access to or activities on the Open Lands throughout the entire calendar year. Subject to these constraints, the Property Owner shall:

- (a) establish rules and regulations pertaining to the use of the Open Lands which are consistent with limiting such use to the Permitted Activities;
- (b) taking reasonable actions to inform Authorized Persons of the rules and regulations pertaining to the use of the Open Lands;
- (c) to the extent reasonable having regard to the resources available to it, monitor and enforce the rules and regulations governing the use of the Open Lands;
- (d) maintain in good repair, reasonable wear and tear excepted, any improvements which are erected, built or established on the Open Lands in compliance with the Restrictions;
- (e) remove, as soon as is reasonably possible in the circumstances and at its expense, any structures or other improvements erected, built or established on the Open Lands in contravention of the Restrictions;
- (f) except as permitted in accordance with the terms of this Agreement, keep the Open Lands free of construction or other liens or encumbrances of any kind whatsoever;
- (g) carry and maintain such general liability insurance, with GBLT being named as an additional insured, as is reasonable in the circumstances and provide GBLT with evidence of such coverage on a continuing basis;
- (h) pay, as the same become due, municipal and provincial taxes, rates and fees (including any that may be charged or levied against GBLT by reason of this Agreement and the rights granted hereunder) and all charges for utilities, public or otherwise, the non-payment of which may give rise to a lien or charge on the Open Lands and provide GBLT with evidence of such payments on its reasonable request therefor.

6.2 Reservation of Rights of Ownership. Subject to Articles 4 and 5 and Section 6.1 of this Agreement, the Property Owner reserves all of its rights as owner of the Open Lands, including:

- (a) the right to occupy and use the Open Lands in any way that is not expressly restricted or prohibited by this Agreement; and
- (b) the right to restrict access to the Open Lands to Authorized Persons (except to the extent that the Property Owner has granted rights of access to GBLT under this Agreement).

GBLT acknowledges the Property Owner's reservation of its rights as owner of the Open Lands. Accordingly, GBLT agrees that throughout the Term:

- (c) the Open Lands shall remain private property owned by and under the exclusive control of the Property Owner;
- (d) the provisions of this Agreement do not, and are not intended to, provide any public access to the Open Lands;
- (e) the Property Owner shall have the sole and exclusive right to limit access to the Open Lands to Authorized Persons subject only to the rights of access granted to GBLT under this Agreement;
- (f) the Property Owner shall not be restricted from conducting or engaging in, or permitting Authorized Persons from conducting or engaging in, any activity on the Open Lands that is not expressly restricted or prohibited by the Restrictions; and
- (g) the Permitted Activities are not restricted or prohibited by the Restrictions.

Article 7

GBLT Responsibilities

7.1 GBLT Responsibilities. GBLT shall, at its expense:

- (a) carry and maintain adequate comprehensive general liability insurance coverage to cover any damage to the Open Lands caused by its staff, directors, officers, agents, representatives and contractors while accessing the Open Lands;
- (b) conduct yearly monitoring of the Open Lands for the purpose of monitoring the Property Owner's compliance with the Restrictions;
- (c) prepare yearly monitoring reports which record any observed changes to the Open Lands as compared to the Report and provide a copy of such reports to the Property Owner; and
- (d) to the extent that its monitoring identifies any breach of the Restrictions, bring such breaches to the attention of the Property Owner in accordance with the provisions of Section 8.1 and discuss with the Property Owner any actions that can reasonably be taken in order to rectify or ameliorate such breaches.

Article 8

Default and Remedies

8.1 Default by the Property Owner. In the event that the Property Owner fails to comply with the terms of this Agreement including the Restrictions, GBLT shall, upon becoming aware of such default, give notice in writing of such default to the Property Owner. Such notice shall provide particulars of such default in reasonable detail. Upon receipt of such written notice, the Property Owner shall have 120 days, or where in the circumstances it is not reasonable for the Property Owner to rectify such default within 120 days, such longer period of time as is reasonable in the circumstances so long as the Property Owner undertakes and continues such actions as are reasonably possible to rectify or ameliorate expeditiously such default. If within such 120 days, or such longer period of time where applicable, the Property Owner has not commenced such actions, GBLT may enter on the Open Lands and may carry out such actions as are reasonably possible to rectify or ameliorate such default. The Property Owner shall reimburse GBLT for all costs and expenses reasonably incurred by GBLT in carrying out such actions. Until such costs and expenses have been reimbursed, such costs and expenses shall be a debt owed by the Property Owner to GBLT and shall be a charge upon the Open Lands, which charge may be enforced in the same manner as a mortgage and shall in any event be recoverable by GBLT in a court of law.

8.2 Damages Inadequate. The Property Owner acknowledges that damages may not be an adequate remedy in the circumstances of any default by it of its obligations under this Agreement. Accordingly, the Property Owner agrees that GBLT may be entitled to prohibitory or mandatory injunctive relief to prohibit or prevent the default or continuance of default under this Agreement or to restore, remediate or rehabilitate the Open Lands to the condition that existed prior to the breach.

8.3 Default by GBLT. For the purposes of this Agreement, the following events shall constitute an event of default in respect of GBLT:

- (a) GBLT is in default of its obligations under this Agreement and such default continues for, or has not been rectified within, a period of 120 days, or such longer period of time as is reasonable in the circumstances so long as GBLT undertakes and continues such actions expeditiously, following written notice of such default from the Property Owner;
- (b) GBLT becomes insolvent, is unable to pay its obligations as they become due, is declared bankrupt or makes an assignment in bankruptcy or institutes or becomes the subject of any proceedings under the *Bankruptcy and Insolvency Act* (Canada) or any other analogous bankruptcy or insolvency legislation; or
- (c) GBLT ceases to be qualified as a Conservation Body.

Upon the occurrence of an event of default in respect of GBLT, the Property Owner shall be entitled to require GBLT to assign its rights and obligations, and its role as the Conservation Body which is party to this Agreement, to a Conservation Body whose mission, vision and values are consistent and compatible with the Conservation Intent. Until such assignment is completed,

GBLT shall not exercise any remedies available to it under this Agreement.

8.4 **Costs of Enforcement.** Any costs reasonably incurred by GBLT or the Property Owner in successfully enforcing, judicially or otherwise, any terms of this Agreement against the other including, without limitation, litigation costs, lawyers' fees and disbursements, shall be borne by the party against whom such successful enforcement proceedings are commenced on a full indemnity basis.

Article 9 General

9.1 **Notice.** Any notice (which term in this section includes any request or waiver) provided or given hereunder shall be sufficiently given by either party if in writing and delivered by hand or electronic mail:

if to GBLT as follows:

The Georgian Bay Trust Foundation, Inc.
120 Eglinton Ave E
Toronto, ON M4P 1E2
Attention: Executive Director
Fax: (416) 440-1519
Email: info@gblt.org

and if to the Property Owner as follows:

The Madawaska Club of Go Home Bay
c/o Jan Wishart, Secretary
[Address]

Secretary's Email Address: secretary@gohomebay.org

Any notice so delivered or any notice so forwarded by electronic mail shall be deemed to have been given on the next Business Day following the day on which such e-mail is sent. Either party may in any manner aforesaid give notice to the other party of any change in the address, email address or fax number thereof and thereafter the new address, email address or fax number shall be the address of such party for the purpose of giving notice hereunder.

9.2 **No Continuing Liability after Transfer.** No person who is or becomes an owner of the Open Lands shall be liable to GBLT for any breach of or default in the obligations owed to GBLT under this Agreement committed after (i) the transfer or conveyance by such person of all of the interest of such person in the Open Lands and (ii) notice of such transfer or conveyance under

Section 9.6 and the acknowledgement required under Section 9.6 has been given to GBLT. GBLT shall not be liable to the Property Owner, or any subsequent owner of the Open Lands, for any breach of or default in the obligations owed to the Property Owner, or such subsequent owner, under this Agreement committed after (i) the transfer or conveyance of the interest of GBLT in this Agreement as permitted under the Act and this Agreement and (ii) notice of such transfer has been given to the Property Owner or such subsequent owner, as the case may be.

9.3 No Liability for Events beyond Control. Neither the Property Owner nor GBLT shall be liable to the other under this Agreement for any damage to or change in the Open Lands resulting from causes beyond the reasonable control of such party including accidental fire, flood, storm, earthquake, trespass, insect plague or disease and including any changes which result from climate change or other natural causes. In addition, neither party shall be held liable or responsible to the other party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the non-performing party, including, without limitation, fires, floods, earthquakes, embargoes, shortages, epidemics, quarantines, pandemics, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority.

9.4 Indemnity in favour of GBLT. The Property Owner shall indemnify and save harmless GBLT, its directors, officers, employees, agents and contractors from and against any and all actions, causes of actions, suits, claims, demands by or on behalf of any person, firm or corporation arising out of or occasioned by any act or omission, negligent or otherwise in the operation and maintenance of the Open Lands by the Property Owner, its Authorized Persons or anyone for whom the Property Owner is in law responsible.

9.5 Indemnity in favour of the Property Owner. GBLT shall indemnify and save harmless the Property Owner, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits, claims, demands by or on behalf of any person, firm or corporation arising out of or occasioned by any act or omission, negligent or otherwise, committed by GBLT, its staff, directors, officers, employees, representatives or contractors in conducting any monitoring or remediation activities on the Open Lands.

9.6 Notice of change of interest. The Property Owner shall give notice to GBLT of any change in the ownership of the Open Lands or of any interest in the Open Lands. GBLT agrees that it shall not transfer or assign its interest in this Agreement without the prior written consent of the Property Owner. Any such transfer or assignment of this Agreement by GBLT without the prior written consent of the Property Owner shall be null and void. GBLT agrees that it shall transfer its interest in this Agreement only to a Conservation Body which is acceptable to the Property Owner, acting reasonably, it being understood and agreed that the Property Owner shall have the right to ensure that the mission, vision, values and activities of any Conservation Body to whom the Agreement is transferred shall be consistent and compatible with the Conservation Intent. The Property Owner covenants to GBLT and the Minister that it will not unreasonably

withhold its consent to the transfer and assignment of this Agreement to a Conservation Body so long as the mission, vision, values and activities of such Conservation Body are consistent and compatible with the Conservation Intent.

9.7 Priority of interest of GBLT. The Property Owner acknowledges that the provisions of this Agreement run with title to the Open Lands and the Property Owner shall not transfer or convey any, or permit any mortgagee to transfer or convey any interest in the Open Lands without requiring the Person acquiring such interest in the Open Lands acknowledge in writing (by acknowledgement addressed and delivered to GBLT) the existence and first ranking priority of this Agreement and the interest of GBLT thereunder and will not lease or licence the Open Lands or any part thereof without such lease or licence being made expressly subject and subordinate to this Agreement.

9.8 Notice of the Agreement. The Property Owner and GBLT will erect such signage on the Open Lands to give notice of this Agreement as they from time to time consider necessary or desirable. The content, form and location of such signage will be determined by the Property Owner and GBLT together, acting reasonably.

9.9 Registration. GBLT shall at its expense register this Agreement, or notice of this Agreement, and the Access Easement against the title to the Open Lands and the Property Owners shall execute any document that may be required to allow such registration.

9.10 Failure to enforce or exercise rights. No failure by GBLT to require performance by the Property Owner of any provision of this Agreement shall affect the right of GBLT thereafter to enforce such obligation, and no failure by the Property Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.

9.11 Time of essence. Time shall be of the essence of this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.

9.12 Severability. All provisions of this Agreement including each of the Restrictions shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.

9.13 Costs. Save as provided herein or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement or from any act in pursuance thereof.

9.14 Entire Agreement. This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.

9.15 **Applicable law.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of Ontario and the laws of Canada applicable therein.

9.16 **Independent legal advice.** The Property Owner acknowledges that it has obtained independent legal and tax advice in connection with this Agreement.

9.17 **Further assurances.** Each party, at the request of the other party, shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement and to allow for the registration on title of this Agreement and the Access Easement.

9.18 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. For greater certainty, the term “successors” as used herein shall be limited to entities that succeed either of the parties hereto by way of merger, amalgamation, change of corporate name or other similar corporate proceeding.

9.19 **Government Consents.** The parties acknowledge that in accordance with the Act this Agreement may not be released in whole or in part without the prior written approval of the Minister and in the case of an Ecological Gift, the Minister of Environment and Climate Change Canada (Canada).

(Signature Page Follows)

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE MADAWASKA CLUB OF GO HOME BAY

By: _____

Name:

Title:

**THE GEORGIAN BAY TRUST FOUNDATION,
INC.**

By: _____

Name:

Title:

By: _____

Name:

Title:

DRAFT

Schedule "A"

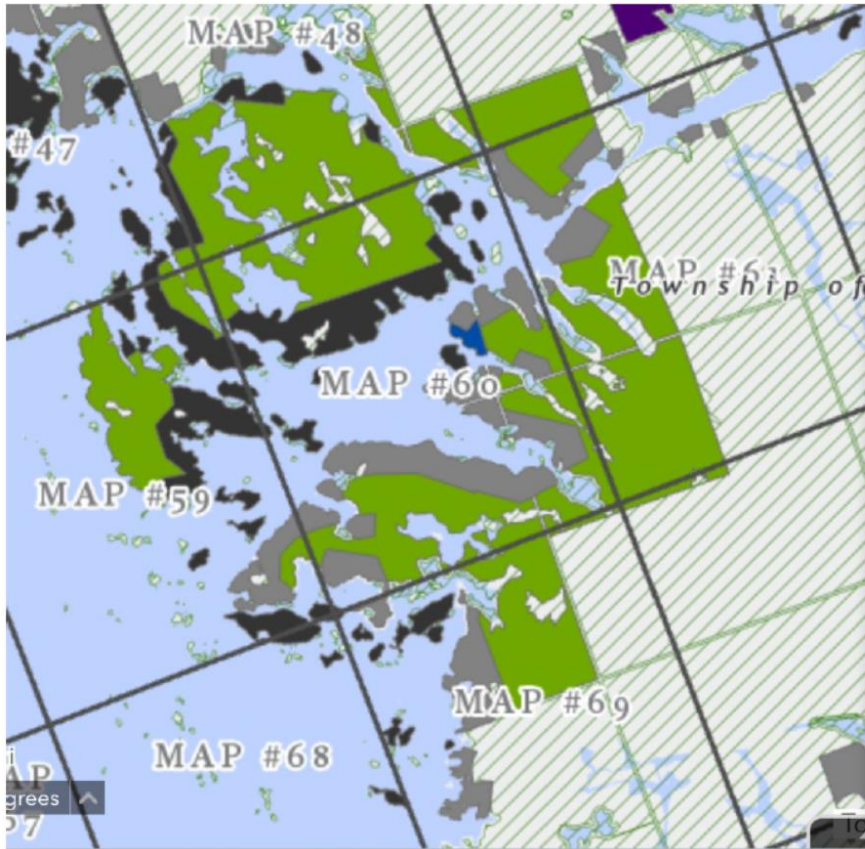
Legal Description of the Open Lands

1. PCL 3785 SEC MUSKOKA; PT BROKEN LT 46 CON 14 GIBSON AS IN PM2293; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0003 (LT);
2. PCL 10622 SEC MUSKOKA; PT BROKEN LT 44 CON 11 PL M163 GIBSON (LYING W OF RDAL IN FRONT OF LT 44 CON 11) EXCEPT LT23034; PT BROKEN LT 45 CON 11 PL M163 GIBSON PT 2 35R4245; PT BROKEN LT 45 PL M163 GIBSON LYING S OF PT 2 & 3 35R2196; PT BROKEN LT 46 CON 11 PL M163 GIBSON PT 1 35R4245; PT BROKEN LT 46 PL M163 GIBSON LYING S OF PT 1 35R2196; PT RDAL BTN LT 45 & LT 46 CON 11 PL M163 GIBSON CLOSED BY LT219871 PT 1 35R17992, PT 2 35R17091; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; PT RDAL IN FRONT OF LT 45 & LT 46 CON 11 PL M163 GIBSON; PT RDAL IN FRONT OF RDAL BTN LT 45 & LT 46 CON 11 PL M163 GIBSON CLOSED BY LT219871 PT 2, 35R17091; S/T LT225254; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0012 (LT);
3. PCL 10622 SEC MUSKOKA; PT BROKEN LT 45 CON 11 PL M163 GIBSON LYING SE OF PT 2 35R2169; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0113 (LT);
4. PCL 10622 SEC MUSKOKA; BROKEN LT 43 CON 11 PL M163 GIBSON EXCEPT LT 9 & LT 10 PL M316; PT BROKEN LT 44 CON 11 PL M163 GIBSON LYING SE OF PT 1 35R2168; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0114 (LT);
5. PCL 10622 SEC MUSKOKA; PT BROKEN LT 43 CON 12 PL M163 GIBSON; PT BROKEN LT 44 CON 12 PL M163 GIBSON EXCEPT PT 1 35R4243, PT 2-6 35R16375, PT 1 & 2 35R2167, PT 1 35R2166; BROKEN LT 45 CON 12 PL M163 GIBSON S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0116 (LT);
6. PCL 10622 SEC MUSKOKA; BROKEN LT 46 CON 12 PL M163 GIBSON S/T THE LIMITATION AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0117 (LT);
7. PCL 10622 SEC MUSKOKA; BROKEN LT 46 CON 10 PL M163 GIBSON; BROKEN LT 47 CON 10 PL M163 GIBSON; BROKEN LT 48 CON 10 PL M163 GIBSON; BROKEN LT 49 CON 10 PL M163 GIBSON; BROKEN LT 50 CON 10 PL M163 GIBSON EXCEPT LT 1-8 PL M316, PT 1 BR1229, PT 2, 3 & 4 35R2173, PT 1 & 2 35R4261, PT 1 & 2 BR1419, PT 3, 4 & 5 35R2195, PT 1 35R2165, PT 1 35R2164; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; S/T LT126089; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0119 (LT);
8. PCL 10622 SEC MUSKOKA; BROKEN LT 43 CON 10 PL M163 GIBSON; BROKEN LT 44 CON 10 PL M163 GIBSON; BROKEN LT 45 CON 10 PL M163 GIBSON EXCEPT LT 8A PLM316, PT 1 & 2 35R4244, PT 10 & 11 35R2169; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA

- BEING THE WHOLE OF PIN 48009-0120 (LT);
9. PCL 10622 SEC MUSKOKA; BROKEN LT 46 CON 9 PL M163 GIBSON; BROKEN LT 47 CON 9 PL M163 GIBSON EXCEPT PT 1 & 2 35R15733, PT 2 & 3 35R4242, PT 2 35R2174, PT 3 BR1228, PT 2 35R2506; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; S/T LT126089; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0121 (LT);
 10. PCL 10622 SEC MUSKOKA; PT BROKE LT 46 CON 13 PL M163 GIBSON LYING SE OF GO HOME BAY; S/T THE LIMITATION AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0122 (LT)
 11. PCL 10622 SEC MUSKOKA; PT BROKEN LT 46 CON 10 PL M163 GIBSON LYING NE OF PT 9 35R2169; S/T THE LIMITATIONS AND CONDITIONS SET OUT IN THE CHARTER OF THE CLUB; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48009-0124 (LT);
 12. PCL 2660 SEC MUSKOKA; FIRSTLY: ISLAND 117A GIBSON; SECONDLY: ISLAND 117B GIBSON; GEORGIAN BAY ; THE DISTRICT MUNICIPALITY OF MUSKOKA BEING THE WHOLE OF PIN 48010-0066 (LT);
 13. ISLAND 127A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0144 (LT);
 14. ISLAND 127B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0145 (LT);
 15. ISLAND 127C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0146 (LT);
 16. ISLAND 127D GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0147 (LT);
 17. ISLAND 127K GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0148 (LT);
 18. ISLAND 119A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0150 (LT);
 19. ISLAND 112A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0151 (LT);
 20. ISLAND 112B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0152 (LT);
 21. ISLAND 113A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0154 (LT);
 22. ISLAND 120A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0161 (LT);
 23. ISLAND 120B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0162 (LT);
 24. ISLAND 120C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0163 (LT);
 25. ISLAND 120D OR FOREMAN ISLAND GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0164 (LT);
 26. ISLAND 120E GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0165 (LT);
 27. ISLAND 120F GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0166 (LT);
 28. ISLAND 120G GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0167 (LT);
 29. ISLAND 134 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0182 (LT);
 30. ISLAND 144 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0190 (LT);
 31. ISLAND 145A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0192 (LT);
 32. ISLAND 145B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0193 (LT);
 33. ISLAND 145C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0194 (LT);
 34. ISLAND 145D GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0195 (LT);
 35. ISLAND 145E GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0196 (LT);
 36. ISLAND 153A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0202 (LT);
 37. ISLAND 153B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0203 (LT);
 38. ISLAND 153C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0204 (LT);

39. ISLAND 153D GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0205 (LT);
40. ISLAND 153E GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0206 (LT);
41. ISLAND 163 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0212 (LT);
42. ISLAND 163A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0213 (LT);
43. PT ISLAND 506 GIBSON AS IN DM21802 EXCEPT PT 1, 35R15732, PT 1, 35R11456, PT 1-3, 35R4205, PT 1, RD2120, PT 1, 35R2142, PT 1, 35R15727, PT 1-2, 35R15728, DM102494, DM365724, DM362840, DM276981, DM143821, DM342188, DM93384, DM281028, DM93877, DM274485; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0225 (LT);
44. ISLAND 508 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0243 (LT);
45. ISLAND 508A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0244 (LT);
46. ISLAND 508B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0245 (LT);
47. ISLAND 508C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0246 (LT);
48. ISLAND 509 GIBSON EXCEPT PT 1, 35R15730, PT 1, 35R15749, PT 1-2, 35R15791, PT 1-2, 35R2144, DM267719, DM276054, DM323099, DM365631, DM344060, DM364314; T/W DM279901; T/W DM280265; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0247 (LT);
49. ISLAND 509A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0259 (LT);
50. ISLAND 509B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0260 (LT);
51. ISLAND 509C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0261 (LT);
52. ISLAND 509D GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0262 (LT);
53. ISLAND 509E GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0263 (LT);
54. ISLAND 509F GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0264 (LT);
55. ISLAND 509G GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0265 (LT);
56. ISLAND 509L GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0266 (LT);
57. ISLAND 509M GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0267 (LT);
58. ISLAND 147 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0268 (LT);
59. ISLAND 147A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0269 (LT);
60. ISLAND 148 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0270 (LT);
61. ISLAND 149 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0271 (LT);
62. ISLAND 150 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0272 (LT);
63. ISLAND 150A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0273 (LT);
64. ISLAND 151 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0274 (LT);
65. ISLAND 510 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0280 (LT);
66. ISLAND 510A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0281 (LT);
67. ISLAND 510B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0282 (LT);
68. ISLAND 510C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0283 (LT);
69. ISLAND 511 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0284 (LT);
70. ISLAND 511A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0285 (LT);
71. ISLAND A IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0286 (LT);
72. ISLAND B IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0287 (LT);
73. ISLAND C IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0288 (LT);
74. ISLAND D IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-

- 0289 (LT);
75. ISLAND E IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0290 (LT);
 76. ISLAND F IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0291 (LT);
 77. ISLAND G IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0292 (LT);
 78. ISLAND H IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0293 (LT);
 79. ISLAND I IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0294 (LT);
 80. ISLAND J IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0295 (LT);
 81. ISLAND K IN GO HOME BAY GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0296 (LT);
 82. ISLAND 506A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0297 (LT);
 83. ISLAND 506B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0298 (LT);
 84. ISLAND 506C GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0299 (LT);
 85. ISLAND 506D GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0300 (LT);
 86. ISLAND 506E GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0301 (LT);
 87. ISLAND 506F GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0302 (LT);
 88. UNDESIGNATED ISLAND OPPOSITE CON 11 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0303 (LT);
 89. ISLAND 142 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0304 (LT);
 90. ISLAND 142A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0305 (LT);
 91. ISLAND 142B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0306 (LT);
 92. ISLAND 143 GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0307 (LT);
 93. ISLAND 143A GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0308 (LT); AND
 94. ISLAND 143B GIBSON; GEORGIAN BAY BEING THE WHOLE OF PIN 48010-0309 (LT).



Index



Zoning (New 2023)

Zone Description Class

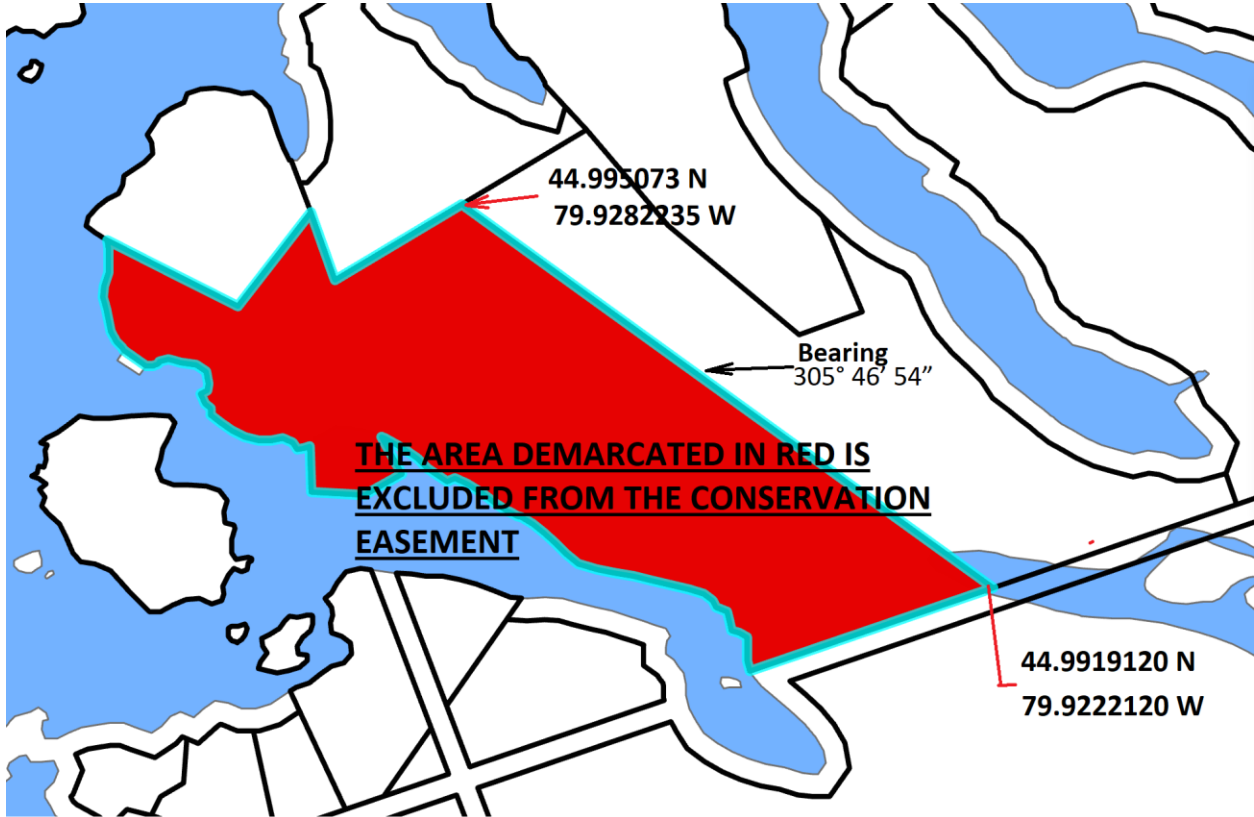
-  Commercial
-  Environmental Protection
-  Industrial
-  Institutional
-  Marine Commercial
-  Multiple Residential
-  Open Space
-  Residential
-  Rural
-  Shoreline Residential
-  Shoreline Residential Island
-  Tourist Commercial

Areas zoned as Open Space as of August 1, 2023

DRAFT

Schedule "B"

Main Dock/Caretaker's Site Excluded Property



Schedule "C"

Baseline Report

[See attached file: BDR Madawaska FINAL.pdf]

DRAFT

Schedule "D"

Restrictions

Pursuant to the Conservation Agreement dated • , 2023, the Property Owner hereby grants to GBLT the following covenants, easements and restrictions and the Property Owner hereby covenants and agrees with GBLT to abide by and comply with the said covenants, easements and restrictions, referred to herein collectively as the "Restrictions". The parties covenant and agree that the Restrictions shall be annexed to and run with the Open Lands pursuant to the Act and GBLT shall have the benefit of the Restrictions for the Term.

1.0 In these Restrictions the following words and phrases shall have the following meanings:

- 1.1 **"Act"** means the *Conservation Land Act*, R.S.O. 1990 c C.28 as amended from time to time and any statute that may be enacted to modify or replace the same.
- 1.2 **"Agreement"** or **"Conservation Agreement"** means the agreement between the Property Owner and the GBLT dated • , 2023.
- 1.3 **"Authorized Person"** means at any time during the Term any person who is:
 - (i) a director or officer of the Property Owner;
 - (ii) is, in accordance with the by-laws of the Property Owner, a member in good standing of the Property Owner;
 - (iii) a person related to a member in good standing of the Property Owner;
 - (iv) a guest of a person described in clause (ii) or (iii) above including persons and members of their families who are at such time renting a residence at Go Home Bay from a member in good standing of the Property Owner; and
 - (v) any invitee of the Property Owner, including any contractor engaged by the Property Owner to perform work on the Open Lands.
- 1.4 **"Conservation Body"** means the conservation body as defined in the Act.
- 1.5 **"Easement"** means the easement described in Article 5 of the Agreement as the same may be registered on title to the Open Lands.
- 1.6 **"GBLT"** means The Georgian Bay Land Trust Foundation, Inc.
- 1.7 **"Good Forestry Practices"** means the proper maintenance of harvest, renewal and maintenance activities known to be appropriate for the forest and environmental conditions under which they are being applied and that minimize detriments to (i) significant ecosystems, (ii) wildlife habitat, and (iii) soil and water quality and quantity.
- 1.8 **"Madclub"** means The Madawaska Club of Go Home Bay.

- 1.9 **“Natural Values and Features”** means with respect to the Open Lands, the natural communities of stone, soil, water, plants and wildlife comprising, or living on, the Open Lands. For greater certainty, the Natural Values and Features of the Open Lands includes the wetland, interior lake and forest ecosystems constituting the habitat for wildlife, including the endangered, threatened and at-risk species (including Canada’s richest diversity of reptiles and amphibians), that are described in the Report and any amendments and updates thereto, as such community may evolve over time, with minimal interference by human activity.
- 1.10 **“Open Lands”** means the lands described in Schedule “A” attached hereto, excluding the Main Dock/Caretaker’s Site Excluded Property described in Schedule “B”.
- 1.11 **“Property Owner”** means the owner of the Open Lands, being as of the date hereof, the Madclub and, for greater certainty includes any person who at any time after registration of these Restrictions becomes the owners of any ownership interest in the Open Lands or any part thereof and including any beneficial interest therein.
- 1.12 **“Report”** means the Baseline Documentation Report describing the Open Lands and documenting the Natural Values and Features and current uses of the Open Lands, attached as, or referenced in, Schedule “C” to the Agreement.
- 1.13 **“Restrictions”** means these covenants, easements and restrictions set out in Article 3.0 below, subject to (i) the qualifications and exceptions set forth in Article 4.0 below and (ii) the right of the Property Owner to carry on the Permitted Activities set forth in Article 5.0 below.
- 1.14 **“Temporary Structure”** means a structure without any foundation, footing or permanent roof (e.g. tent, platform, or event stage) which will be in place for its short-term purpose and be removed reasonably promptly after its active use.
- 1.15 **“Term”** means the term of the Agreement and these Restrictions being from and including the date of the Agreement to the 999th anniversary of the date of the Agreement.

Other capitalized terms used in these Restrictions that are defined in the Agreement shall have the respective meanings ascribed to them in the Agreement.

2.0 Headings:

The headings in this Schedule of Restrictions and Exceptions form no part of the Agreement, the Restrictions or the Exceptions, but shall be deemed to be inserted for convenience of reference only.

3.0 Restrictions

Subject to the qualifications and exceptions set forth in Section 4.0 of this Schedule and the activities expressly permitted in Section 5.0 of this Schedule, the Property Owner shall comply with the following Restrictions:

- 3.1 **Building and Development:** No building, trailer, structure, wind turbines or energy generation facility shall be constructed, placed, erected or maintained in or on the Open Lands.
- 3.2 **Camping:** The Open Lands shall not be used as a commercial camping area, a trailer or mobile home park or for the parking, storage or use of any camper trailers, vehicles, boats, trailers or storage containers. In addition, no mobile home or trailer or other form of shelter shall be placed, kept, parked, stored or permitted or suffered to be placed, kept, parked or stored on the Open Lands or used as a residence or for overnight or short-term accommodation on the Open Lands.
- 3.3 **Dumping:** No contaminated soil, rubbish, garbage, waste, or other unsightly, harmful, deleterious or offensive materials of any type or description shall be dumped or stored or permitted or suffered to be dumped or stored on, in, under or about the Open Lands.
- 3.4 **Hunting and Trapping:** The Property Owner shall not use or allow the Open Lands to be used for commercial hunting purposes. The Property Owner shall not use or allow the Open Lands to be used for trapping purposes.
- 3.5 **Alteration of Site and Topography:** No alteration shall be made or permitted or suffered to be made in the general topography or grade of the Open Lands. No fill of any kind shall be deposited upon the Open Lands.
- 3.6 **Conservation/Lakes/Ponds/Wetlands:** No interference with, or alteration of, any lake, pond, wetland, watercourse or any other body of water on the Open Lands shall be undertaken by the Property Owner, or permitted by the Property Owner, without the prior written consent of GBLT, which consent may be withheld by GBLT if in its opinion, acting reasonably, such interference or alteration would be inconsistent with the purpose of these Restrictions, that being to maintain the Natural Values and Features of the Open Lands.
- 3.7 **Non-native Species:** No plant or animal or other species that is not native to Ontario shall be planted or introduced in or to the Open Lands. Invasive and non-native species may be removed by the Property Owner.
- 3.8 **Pesticides/Herbicides:** No pesticide, insecticide, herbicide, chemical or other toxic hazardous or regulated material of any type or description shall be used or permitted or suffered to be used or permitted on the Open Lands, save and except for use as approved and applied in accordance with a Ministry of Natural Resources and Forestry approved management plan.
- 3.9 **Roads/Parking Areas:** No roads or parking areas shall be constructed or maintained on or over the Open Lands.
- 3.10 **Trees/Vegetation & Forest Management:** The Property Owner shall not permit the logging or commercial harvesting of trees or other vegetation located on the Open Lands. This restriction shall not prohibit the removal of any trees or other vegetation (i) in accordance with Good Forestry Practices, (ii) in order to remove hazards to

human safety, (iii) as necessary for the construction or maintenance of paths or trails which the Property Owner is permitted to construct and maintain on the Open Lands, or (iv) as necessary or desirable in order for the Property Owner to comply with the requirements of any managed forest plan currently existing, or any replacement thereof, prepared by or on its behalf in connection with the managed forest tax incentive program now or hereafter in effect in the Province of Ontario.

- 3.11 **Collection:** No native or naturally occurring plant or animal species shall be gathered or removed from the Open Lands except as permitted in 3.10, 4.2 and 5.4 of this Schedule "D".
- 3.12 **Sale:** The Property Owner shall not sell, convey, mortgage, charge, lease or otherwise dispose of the Property without first providing GBLT with not less than 30 days' written notice of its intention to do so. The Property Owner acknowledges that the provisions of this Agreement run with title to the Open Lands and the Property Owner shall not transfer or convey any, or permit any mortgagee to transfer or convey any interest in the Open Lands without requiring the Person acquiring such interest in the Open Lands to acknowledge in writing (by acknowledgement addressed and delivered to GBLT) the existence and first ranking priority of this Agreement and the interest of GBLT thereunder and will not lease or licence the Open Lands or any part thereof without such lease or licence being made expressly subject and subordinate to this Agreement. The Property Owner shall not take any steps or proceedings to subdivide the Open Lands or seek approval of any kind of plan of subdivision over the Open Lands or any of the parts thereof.
- 3.13 **Easements/Rights of Way:** No easement, right of way or right in the nature of an easement, lease, license or similar agreement in, on, over, under or through the Open Lands shall be granted to any person, without the prior written consent of GBLT and without the easement holder, lessee, licensee or transferee acknowledging in writing the priority of the Conservation Agreement and agreeing to be bound by its terms.

4.0 **Qualifications and Exceptions to Restrictions.** Notwithstanding the generality of the restrictions set forth in Section 3.0 of this Schedule, the following qualifications and exceptions shall apply to limit such restrictions:

- 4.1 **Building and Development.** The Property Owner shall be entitled to construct Temporary Structures from time to time on the Open Lands in locations which will not materially adversely impair or destroy the Natural Values and Features of the Open Lands, subject to the following additional restrictions or limitations:
 - (a) each Temporary Structure may not exceed 450 square feet in gross floor area; and
 - (b) the Temporary Structure is used solely to further scientific or research studies or educational activities on or related to the Open Lands or for social activities of the Property Owner.

Prior to construction of any Temporary Structure on the Open Lands, the Property Owner shall consult with the Conservation Body regarding the proposed Temporary Structure to be constructed. The Property Owner and the Conservation Body shall, in good faith and consistent with the Conservation Intent of the Agreement, agree upon the location, size and purpose of such Temporary Structure prior to construction by the Property Owner. Any Temporary Structure that is constructed by the Property Owner shall be removed upon completion of such studies or research or following the end of the social activity. The Property Owner shall not construct any Temporary Structure on the Open Lands that has not been approved by the Conservation Body in accordance with this Section 4.1.

- 4.2 **Paths, Trails and Boardwalks.** The Property Owner shall be entitled to construct and maintain paths, trails and wooden boardwalks throughout the Open Lands. Such paths, trails and boardwalks shall not exceed one metre in width. In conjunction with paths, trails or boardwalks, the Property Owner may construct benches and resting stations that do not materially interfere with the Natural Values and Features of the Open Lands. The purpose of such paths, trails and boardwalks shall be to enable Authorized Persons to engage in the Permitted Activities without materially adversely impacting the Natural Values and Features of the Open Lands. Any path or trail created by the Property Owner shall not consist of a hardened surface (other than naturally occurring stone or rocks) and shall not be created using any non-natural material (such as gravel, cinder or wood chips).
- 4.3 **Floating Docks.** The Property Owner may affix floating docks to the Open Lands at any location on the shoreline of the Open Lands as permitted in compliance with municipal zoning at such time. The purpose of such docks shall be to enable Authorized Persons to access and engage in the Permitted Activities on the Open Lands.
- 4.4 **Utility Access.** The Property Owner may grant easements, rights of way, leases, licences or other similar agreements of any kind whatsoever on, over or affecting the Open Lands to utilities or other entities for power and utility lines or towers or other similar structures providing phone, internet, hydro or other similar services to the Property Owner, its members and the Go Home Bay community, including to or for the benefit of any private properties adjacent or proximate to the Open Lands. Pursuant to such utility easements, rights of way, leases, licences and other similar agreements, the Property Owner shall be entitled to permit such utilities or their authorized persons all reasonable access to the Open Lands to enable such utilities to maintain their power and utility lines, towers or other similar structures so as to be able to continue to provide their services pursuant to the rights granted to them.

5.0 **Permitted Activities.** The Property Owner and its Authorized Persons shall not be restricted from conducting or engaging in, or permitting Authorized Persons from conducting or engaging in, any activity on the Open Lands that is not expressly restricted or prohibited by Article 3.0 above including the recreational, research and social activities listed below and any other recreational, research and social activities which are not inconsistent or incompatible with the

Restrictions or Conservation Intent, and which do not materially adversely impair or destroy the Natural Values and Features of the Open Lands. For greater certainty, the following recreational, research and social activities shall be permitted:

- 5.1 **Research Studies.** The Property Owner and its Authorized Persons shall be entitled to conduct scientific studies or research which is related to the Natural Values and Features of the Open Lands, including studies of tree and plant species located on the Open Lands, studies of birds, reptiles or animals living on the Open Lands or which use the Open Lands as part of their natural corridor.
- 5.2 **Recreation.** The Property Owner and its Authorized Persons shall be entitled to use the Open Lands for any recreational activities that are not destructive to the Natural Values and Features of the Open Lands, including walking, hiking, cross-country skiing, snowmobiling, frisbee golf, yoga and other exercise activities.
- 5.3 **Art.** The Property Owner and its Authorized Persons shall be entitled to access the Open Lands for photography, painting, sketching and other similar artistic activities.
- 5.4 **Sport Hunting and Fishing.** The Property Owner and its Authorized Persons shall be entitled to engage in non-commercial sport hunting and sport fishing on the Open Lands in compliance with applicable law and regulation and non-commercial sport fishing on the inland lakes located on the Open Lands.
- 5.5 **Social Gatherings.** The Property Owner and its Authorized Persons shall be entitled to organize and participate in social gatherings, including picnicking, on the Open Lands so long as such gatherings are not destructive to the Natural Values and Features of the Open Lands.
- 5.6 **Docks.** The Property Owner may affix floating docks to the Open Lands at any location on the shoreline of the Open Lands as permitted in compliance with municipal zoning at such time.

SCHEDULE "E"
PERMITTED ENCUMBRANCES

1. Privileges or liens imposed by law; privileges or liens for taxes, assessments or governmental charges or levies not at the time due or delinquent or the validity of which is being contested at the time by the Property Owner in good faith in proceedings before a court or governmental body; and undetermined or inchoate privileges or liens and charges incidental to current operations which have not at such time been filed pursuant to law against the Property Owner or which relate to obligations not due or delinquent.
2. Encumbrances (excluding mortgages, charges, and liens), including without limitation, servitudes, encroachments, easements, rights-of-way, or other similar rights in land granted to or reserved by other persons, rights-of-way for sewers, electric lines, telegraphs and telephone lines and other similar purposes or zoning or other restrictions as to the use of the rights-of-way and other similar rights and restrictions.
3. Subsisting reservations, limitations, provisos, conditions, or exceptions contained in any grants of the Open Lands or any portion thereof or interest therein from the Crown.
4. Instrument Number DM60329 being an Order registered August 30th, 1967 designating an area of subdivision control.
5. Instrument Number LT225254 being a Transfer of Easement registered February 12th, 2002 in favour of Hydro One Networks Inc.
6. Instrument Number LT126089 being a Transfer of Easement registered November 28th, 1985 in favour of Bell Canada.