

**CONSERVATION EASEMENT  
AND COVENANTS AGREEMENT**

This Agreement made this 13<sup>th</sup> day of July, 2020

BETWEEN:

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION ("NAWASH"), and THE SAUGEEN  
FIRST NATION ("SAUGEEN"), collectively known as THE SAUGEEN OJIBWAY NATION  
(hereinafter called "SON")

- and -

PARKBRIDGE LIFESTYLE COMMUNITIES INC.  
(hereinafter called the "OWNER")

**WHEREAS:**

1. The Owner warrants that it is the registered Owner of Part of Lot 21, Concession 2, being Part Lot 161, Lot 172, and Part Lot 173, Plan 529, in the former geographic Township of Collingwood, now in the Town of The Blue Mountains, Grey County, Ontario as further described on Schedule "A" and "B" (the "Lands");
2. Part of the Lands contain features of cultural heritage value and interest comprised of archaeological sites of particular cultural heritage value and interest to SON, being those sites identified in the "Stage 1-2 Archaeological Assessment of Part of Lot 21, Concession 2, formerly Collingwood Township, now in the Town of The Blue Mountains, Grey County, Ontario", dated 3 October, 2016 and authored by ASI (Archaeological Services Inc.), the "Stage 3 Site Specific Assessment and Stage 4 Archaeological Mitigation of Part of Lot 21, Concession 2, formerly Collingwood Township, now in the Town of The Blue Mountains, Grey County, Ontario", dated December 2016 and authored by Bluestone Research Inc. and registered with the Ministry of Tourism, Culture and Sport as archaeology sites Plater-Fleming (BdHb-2), P2 (BdHb-7) and P6 (BdHb-8) (the "Archaeological Features"). The parties acknowledge and agree that as part of the Stage 4 Archaeological Mitigation work, the P1 (BdHb-6) area was excavated with artifacts removed and as such no longer contains archaeological artifacts;
3. The Chippewas of Nawash Unceded First Nation ("Nawash") and The Saugeen First Nation ("Saugeen") are each qualified as a "conservation body" under the *Conservation Land Act*, R.S.O.1990, c. C.28 (the "Act"), to receive easements or covenants from owners of real property for the conservation, maintenance, restoration or enhancement of all or a portion of the Archaeological Features;
4. Section 3(5) and 3(6) of the Act provide that where a covenant pursuant to Section 3 of the Act is registered against real property, such covenant shall run with the real property and the conservation body or assignee may enforce such covenant, whether positive or negative in nature, against the owner or any subsequent owners of the real property even where it owns no other land which would be accommodated or benefited by such covenant;
5. It is the intent of the Owner and SON to preserve the cultural heritage value and interest of the Archaeological Features located upon those parts of the Lands defined herein as the "Protected Sites";
6. The Owner and SON are entering into this Agreement pursuant to the requirements of the Act and for the purposes of conservation and maintenance of the cultural and natural heritage value of the Protected Sites including access (as further defined herein) to the Protected Sites for these purposes and;
7. The Council of Saugeen First Nation and the Council of Chippewas of Nawash Unceded First Nation, acting collectively as the SON, authorize the entering into this conservation easement

and covenants on the date of its execution herein.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and payment by SON to the Owner of the sum of five dollars (\$5.00) receipt of which is hereby acknowledged, the parties agree with each other as follows:

#### **ARTICLE 1 - CULTURAL HERITAGE VALUE**

- 1.1 The Owner and SON recognize and agree that the Archaeological Features located upon the Lands are of cultural heritage value and interest.
- 1.2 It is the intention of the parties that the Agreement will ensure the conservation and maintenance of the Archaeological Features and will prevent any use of the Protected Sites upon which the Archaeological Features are located that will damage or destroy their cultural heritage value and interest.
- 1.3 The extents of the Protected Sites which includes a buffer are those parts of the Lands described as Parts 1, 2 and 3 which comprise part of PIN 37313-0088(LT) on Plan of Survey 16R-11308 registered with the Land Registry Office.

#### **ARTICLE 2- IMPROVEMENTS**

- 2.1 SON acknowledges that the Owner intends to develop the Lands and shall be permitted to construct improvements upon the Lands, including services, residential and recreational buildings and development (the "Improvements") outside of the Protected Sites in accordance with municipally approved plans.
- 2.2 The Owner may maintain and repair the Improvements after construction including weed control, grass cutting, tree trimming and other repair and maintenance as necessary to maintain the Improvements to the standard of reasonably prudent owner, provided such maintenance and repair do not adversely affect the Protected Sites.
- 2.3 The Owner may make reasonable alterations, additions, replacements or changes to the Improvements from time to time, provided such alterations, additions, replacements or changes do not adversely affect the Protected Sites and such alterations, additions, replacements or changes receive all necessary municipal approvals and are affected in compliance with such approval.
- 2.4 The Owner shall give prompt notice to SON of any proposals or processes involving potential physical changes to the Land within the Protected Sites.

#### **ARTICLE 3 - COVENANTS**

- 3.1 The Owner covenants and agrees that:
  - (a) the Owner shall not undertake, cause or permit any activity, development, construction, excavation, grading, filling, draining, clearing, planting, or removal or relocation of earth, stones, or re-direction of water flows, on or within the Protected Sites which would adversely affect the integrity of the Archaeological Features; and
  - (b) the Owner shall not seek to change the legal use of the Protected Sites so as to permit uses other than the uses permitted by this Agreement. It is agreed that permitted uses include pedestrian access and landscape maintenance and repair.

#### **ARTICLE 4 - RESTRICTIONS**

- 4.1 The Owner shall not advertise or promote public access to the Protected Sites.
- 4.2 The Owner and SON shall not undertake, cause or permit any of the following activities, at any time on or within the Protected Sites:

- (a) The use of the Protected Sites for any activity other than (i) landscape maintenance and repair by the Owner, (ii) pedestrian access and (iii) the exercise of the access rights described in Article 5 in this Agreement. For greater clarity, no vehicles, trailers, equipment or machinery shall be permitted on the Protected Sites save and except that used by the Owner, its agents, contractors or assigns for landscape maintenance and repair;
- (b) The storage of anything;
- (c) Overnight occupancy;
- (d) The erection of anything temporary or permanent on the Protected Sites, including but not limited to buildings, structures, shelters, platforms, tents, canopies or signs.

## ARTICLE 5- EASEMENT

5.1 Subject to the terms of this Article 5, the Owner hereby grants to SON, pursuant to the authority of the Act, an Easement for free and uninterrupted access by SON, its employees, and agents, from time to time, to enter on and have access to the Protected Sites for the following purposes and subject to the following:

- (a) To conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;
- (b) After reasonable notice to the Owner, to conduct or engage in Aboriginal cultural ceremonies and activities on the Protected Sites specifically related to the protection and honouring of the Aboriginal cultural site and the Archaeological Features located upon and in the Protected Sites.

5.2 SON acknowledges and agrees that:

- (a) Access across the Lands to the Protected Sites shall be limited to those private roads, paths and parking areas identified by the Owner and as shown in Schedule "B".
- (b) The Parties acknowledge and agree that as soon as reasonably possible following development, the Owner shall confirm that the final, as constructed locations of the access roads, pathways, and parking areas are accurately depicted on Schedule "B". If there are discrepancies in the locations or if in the opinion of the Owner, it is necessary or expedient to do so, the Owner shall at the expense of the Owner prepare a plan to illustrate the final or actual locations of the roads, pathways and parking areas constructed on the Lands which may be utilized by SON for the purposes of access to the Protected Sites. The Owner and SON shall cooperate to have that access plan approved and attached to this Agreement as a replacement to Schedule "B". In the case of any discrepancy between the locations shown on Schedule "B" and the final, as constructed locations of the private roads, pathways and parking areas, the final, as constructed locations shall be used and relied upon for all purposes related to this Agreement.
- (c) The access rights for the benefit of SON described in this Agreement are for the Protected Sites and access across the private roadways, paths and parking areas to be identified by the Owner and do not apply to the proposed or existing private residential lands including the land lease lots, the common areas outside the Protected Sites and any supporting amenities, facilities or any buildings including any residential dwellings located on the Lands outside the Protected Sites.
- (d) Stopping or parking on the private roadway system within the Lands is not permitted;
- (e) If accessing the Lands by vehicle, it will only park in properly designated areas provided by the Owner on the Lands for that purpose. The Owner shall be entitled to limit parking on the Lands, acting reasonably;

- (f) That the Land Lease Community is subject to rules and regulations, including but not limited to Site Plan Agreements, Zoning By-Laws and provisions of the Residential Tenancies Act that govern the relationship between the Owner, its residential tenants and various regulatory authorities including the municipality and that SON when present on any part of the Lands and the Protected Sites shall govern its activities so as to not create conflict or non-compliance with any applicable rules and/or regulations.
- 5.3 For all purposes reasonably incidental to the exercise of the rights created by this Agreement, the rights described in Article 5 are collectively referred to as the "Easement".
- 5.4 The Owner and SON agree that the exercise of the access rights set out in this Article 5 are subject to the following conditions:
- (a) A minimum of 14 calendar days advance notice of a specific date that access is required, SON shall provide the Owner with a fully completed and signed Property Access Notification Form attached hereto as Schedule "C", which will include, but is not limited to the following information:
    - (i) the date, time and location for which access is required;
    - (ii) the expected duration of access;
    - (iii) the estimated number of SON members accessing the Protected Sites and;
    - (iv) the estimated number of vehicles and information on any oversized vehicle(s) that may be used.
  - (b) SON will notify Owner's representative upon departure from the Lands after every access to the Protected Sites;
  - (c) At all times, SON, its employees, servants, workers, agents, contractors and members shall act reasonably when accessing the Protected Sites and shall comply with the intent of this Agreement to protect the Protected Sites from damage.
  - (d) At all times, while the Lands are considered a construction site, SON, its employees, servants, workers, agents, contractors, members or other conservation body shall adhere to the requirements of the latest version of the Occupational Health and Safety Act R.S.O. 1990, c. O.1, O. Reg. 213/91: Construction Projects, as amended from time to time and enforced by the Ministry of Labour. Requirements are, but not limited to the following:
    - (i) no person younger than 16 years of age shall be permitted to be present in or about the workplace while work is being performed;
    - (ii) all persons shall be required to supply and wear approved protective headwear, footwear and safety vests at all times while on the Lands;
    - (iii) in certain circumstances, all persons shall be required to supply and wear protective eyewear and hearing protection.

## **ARTICLE 6 - LIABILITY**

- 6.1 SON agrees that the Owner shall not be liable or responsible in any way for any injury or death to any third party or for any loss or damage to any property arising from the use of the Lands by SON, their officers, employees, servants, agents and permittees no matter how the same shall be caused unless resulting directly from the fault or negligence of the Owner, its officers, employees, servants or agents.
- 6.2 The Owner agrees that SON shall not be liable or responsible in any way for any injury or death to any third party or for any loss or damage to any property arising from the use of the Lands by the Owner, its officers, employees, servants, agents and permittees no matter how the same shall be caused unless resulting directly from the fault or negligence of SON, its officers, employees, servants or agents.



- 6.3 SON shall put in effect and maintain throughout the Term at their own cost and expense Commercial General Liability Insurance on an occurrence basis for Third Party Bodily Injury (including death), Personal Injury, Property Damage and loss of use to an initial inclusive limit of not less than \$2,000,000 per occurrence or at such other limits as the Owner may from time to time in writing reasonably require having regard to inflation, changes in the risks associated with the Protected Sites and insurance industry practice. The liability insurance policy shall include Severability of Interests and Cross Liability, Non-Owned Automobile Liability and the Owner as Additional Insured with respect to the operations of SON as the Named Insured. SON shall arrange for the completion and submission of a certificate of the required insurance to the Owner upon request of the Owner. SON shall provide 30 days written notice of cancellation of any insurance policy that contain provisions relevant to the requirements in this agreement and shall not be entitled access to the Lands or the Protected Sites without maintaining or restoring the required liability insurance policy.
- 6.4 Nothing contained herein shall be construed to entitle SON or its successors or assigns to bring any action against the Owner, its successors or assigns, or any transferees therefrom, for any injury to or change in the Lands or Archaeological Features resulting from any causes other than willful acts of omission or commission by the Owner, its agents, contractors, or employees or those for whom in law the Owner is responsible. Without limitation, the Owner who has executed this Agreement is not liable pursuant to this Agreement to SON on account of any act or omission of any subsequent owner of any part of the Lands nor on account of any fire, flood and storm, infestation by insects or other pathogens, any other event beyond the control of the Owner or on account of any prudent action taken by the Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Lands or Archaeological Features or to lands abutting thereto resulting from such causes.

#### **ARTICLE 7- REGISTRATION ON TITLE**

- 7.1 The Owner agrees that this Agreement will be registered against the title of the Lands at the sole expense of the Owner.

#### **ARTICLE 8 - REGISTRATION WITH CONSERVATION AGREEMENT REGISTRY**

- 8.1 This Agreement, or notice of this Agreement, in addition to being registered on title to the Lands, may in future be required to be deposited, filed or registered in a registry of Conservation Agreements under the Act managed by the Ministry of Natural Resources and Forestry for Ontario or its delegate ("the Conservation Agreement Registry"). The parties undertake and agree to execute any document required to affect the deposit, filing or registration of this Agreement in the Conservation Agreement Registry when the Conservation Agreement Registry is established.

#### **ARTICLE 9 - SALE PRIOR TO REGISTRATION**

- 9.1 The Owner covenants and agrees not to sell, transfer or convey the Lands prior to registration of this Agreement on title to the Lands without first providing the transferee with a copy of this Agreement and requiring the transferee to provide a written assumption of this Agreement or enter into a similar agreement with SON. For greater clarity, this clause will no longer apply after this Agreement has been registered on title to the Lands.

#### **ARTICLE 10 - ASSIGNMENT AND CHANGE OF INTEREST**

- 10.1 SON may assign this Agreement in accordance with Section 3(3) of the Act, provided that SON shall give the Owner ninety (90) days written notice of any such assignment and shall engage in meaningful consultation to address any concerns that may be identified by the Owner with regard to the assignment prior to it occurring.
- 10.2 The Owner shall give written notice to SON of any change in the ownership of or interest in the Lands and any such notice shall include the name and address of the new owner, and notice of the intended transfer shall be given at least ten (10) days prior to the change of ownership. This notice obligation does not apply to any change in ownership of or interest in the Lands related to the sale, lease or other conveyance of an interest affecting the residential building lots, residential land leases or dwelling units outside the Protected Sites, including any conveyance

of an interest to a municipality. In addition, this notice requirement shall not apply to any mortgage affecting all of or any part of the Lands.

- 10.3 The Owner shall not be liable to SON for any breach or default in the obligations owed by the Owner under this Agreement committed after assignment or transfer.
- 10.4 Any reference herein to "Owner" shall mean the current registered owner(s) from time to time of the fee title interest in the Lands and not the owner(s) of the Lands at the time this Agreement was entered into after the conveyance of the Lands from such owner and does not mean any land lease tenant.
- 10.5 The Owner agrees that it shall not lease or license the Protected Sites or any part thereof without such lease or license being made expressly subject to this Agreement.

#### **ARTICLE 11 - ENFORCEMENT**

- 11.1 SON may enforce this Agreement against the Owner and against any subsequent owner of the Lands, in accordance with Section 3(6) of the Act.
- 11.2 If the Owner is found by a court of competent jurisdiction to be in breach of the Covenants under this Agreement then the Owner shall be responsible for the payment of all reasonable costs incurred by SON in enforcing the Agreement, in accordance with Section 3(6) of the Act, and any costs of restoration required by the court to remedy any violation of the terms of this Agreement by the Owner shall be paid by the Owner to SON. Until paid by the Owner to SON, such costs of remedy incurred by SON shall be a debt owed by the Owner to SON and shall be a charge upon the Protected Sites enforceable in the same manner as a mortgage and recoverable by SON in a court of law. Costs related to access to and inspections of the Protected Sites by SON, as regulated by this Agreement, do not constitute "enforcement" of the Agreement, and shall not be treated as recoverable costs of enforcement.
- 11.3 SON acknowledges and agrees that this Agreement is to be enforced as against the fee title Owner of the Lands and the Protected Sites and that no enforcement action, damages or other remedy may be sought or enforced against the residential homeowners holding land lease interests in the Lands.

#### **ARTICLE 12 - AGREEMENT RUNS WITH THE LAND**

- 12.1 This Agreement and the covenants herein shall run with title to the Lands, shall enure to the benefit of the parties hereto, their successors, and assigns, and shall be binding upon successors in title of the Lands for the benefit of SON.

#### **ARTICLE 13 - NOTICE**

- 13.1 Any notice required or contemplated by any provision of this Agreement which either party may desire to give to the other shall be in writing and sufficiently given if given by:
  - (a) personal delivery which is effective when given or;
  - (b) delivery by prepaid courier to the address for the party listed below or as changed by written notice to the other party during regular business hours in which case such notice is effective when delivered or;
  - (c) facsimile transmission ("fax") to the number of the party set out below or as changed by written notice to the other party. No notice given by facsimile transmission is effective unless the person sending the notice by facsimile transmission follows up immediately following such transmission by telephone with the office of the person to whom such notice has been sent and advises someone at the recipient's office by telephone that such notice has been sent by facsimile transmission. Notice by facsimile transmission shall be deemed to have been validly and effectively given and received on the date and at the time of transmission, unless the transmission is given after 5:00 p.m., or unless the transmission is not received and the person contacted by telephone by the sender of the notice so advises

the said sender either when initially contacted or as soon thereafter as telephone contact can be made with the sender or unless the transmission is sent on a day which is not a business day, in which case the transmission shall be deemed to have been received on the first business day following transmission or;

- (d) by postage prepaid, registered mail addressed to the party to whom the said notice is to be given at the address of the party set out below or as changed by written notice to the other party. Notice by mailing shall be deemed to have been validly and effectively given and received three (3) days (excluding Saturday, Sundays and holidays) following such posting (provided there is no postal strike or other postal service disruption), as the case may be. In the event that the postal services are interrupted due to strike, lockout or similar event, then during the interruption the mailing of any such notice shall not be an effective means of sending such notice or;
- (e) by email to the email address set out below or as changed by written notice to the other party, save that no notice can be effectively given by email under this Agreement unless the party to whom the same is sent acknowledges receipt by return email or otherwise provides confirmation of receipt, which confirmation can include oral confirmation by telephone. In the event of a notice being delivered by email it shall be deemed to have been given and received at the earlier of the time of transmission of an email confirmation or receipt or at the time that oral confirmation of the receipt of the original e-mail transmission (if any) is given;

(i) If to the Owner:

(A) Mail: Parkbridge Lifestyle Communities Inc.  
85 Theme Park Drive,  
Wasaga Beach, ON L9Z 1X7  
Attention: Project Manager, Craigleith Ridge

(B) Fax Number: (705) 422-0819

(C) Email: [jbeech@parkbridge.com](mailto:jbeech@parkbridge.com)

or such other mailing address, fax number, email or person as the Owner may from time to time designate by written notice to SON.

(ii) If to SON:

(A) Mail: Chippewas Of Nawash Unceded First Nation  
135 Lakeshore Blvd.  
Neyaashiinigmiing, ON N0H 2T0  
Attention: Chief

Saugeen First Nation  
R.R. 1  
Southampton, ON N0OH 2L0  
Attention: Chief

SON Environment Office  
25 Maadookii Subdivision Rd  
Neyaashiinigmiing, ON N0H 2T0  
Attention: Land Use Coordinator

(B) Fax Number: Chippewas of Nawash: (519) 534-2130

Saugeen First Nation: (519) 797-2978

SON Environment Office: (519) 534-5525

(C) Email: Chippewas of Nawash: [chiefsdesk@nawash.ca](mailto:chiefsdesk@nawash.ca)

Saugeen First Nation: [lester.anoquot@saugeen.org](mailto:lester.anoquot@saugeen.org)

SON Environment Office: [d.ritchie@saugeenonjibwaynation.ca](mailto:d.ritchie@saugeenonjibwaynation.ca)

or such other mailing address, fax number, email or person as SON may from time to time designate by written notice to the Owner.

- 13.2 Parties shall be entitled to change the contact and notice information listed above by written notice to the other Parties in accordance with this Section 13.

#### **ARTICLE 14- GENERAL PROVISIONS**

- 14.1 The parties acknowledge and agree that they have read and understand the terms and covenants of this Agreement.
- 14.2 This Agreement constitutes the entire agreement of the parties with regard to the matters dealt with herein; no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.
- 14.3 Each party, at the request of the other, 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.
- 14.4 The Owner reserves to itself, and to its successors and assigns, and any transferee, all rights accruing from its ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited or inconsistent with the terms of this Agreement.
- 14.5 Nothing in this Agreement shall relieve the Owner from abiding by any laws, regulations or by-laws of Canada, the Province of Ontario, the local municipalities, or any other body having lawful jurisdiction over the Lands, the Archaeological Features, and the Owner.
- 14.6 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 in particular, in accordance with the Act.
- 14.7 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.
- 14.8 No failure by SON to require performance by the Owner of any provision of this Agreement shall affect the right of SON thereafter to enforce such obligation and no failure by the 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.
- 14.9 Any time or date set out in this Agreement by which an action is to be taken may be extended upon request if both parties mutually agree to the same.
- 14.10 Time shall be of the essence of this Agreement and shall be deemed to remain so notwithstanding any extension of any time.
- 14.11 All provisions of this Agreement including without limitation each of the Covenants shall be severable and should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 14.12 SON may in its discretion waive any of the Covenants in whole or in part but any such waiver shall not prejudice the validity of the other Covenants or the right of SON to require full compliance within the waived Covenant at any subsequent time upon giving the Owner 30 days' notice.
- 14.13 Whenever the Owner should comprise more than one person, the obligations thereof hereunder shall be joint and several.



14.14 The Easement and the Covenants shall run with the Lands in perpetuity or until such time as SON authorizes a release of such restrictions (which release requires the consent of the Minister under Section 3(4.3) of the Act) although nothing herein makes any signatory here liable for any actions or omissions of any successor in title.

14.15 The Schedules attached hereto form part of this Agreement.

SIGNED, SEALED, AND DELIVERED by:

THE SAUGEEN FIRST NATION

Per:



Name: LESTER ANOGLUT

Position: CHIEF

Name:

Position:

I/We have authority to bind The Saugeen First Nation

Date: MAY 22, 2020

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

Per:

Name:

Position:

Name:

Position:

I/We have authority to bind The Chippewas of Nawash Unceded First Nation

Date: \_\_\_\_\_, 2020

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

Per:

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SIGNED, SEALED, AND DELIVERED by:

THE SAUGEEN FIRST NATION

Per:

\_\_\_\_\_

Name:  
Position:

\_\_\_\_\_

Name:  
Position:

I/We have authority to bind The Saugeen First Nation

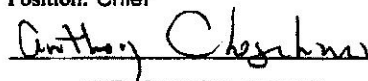
Date: \_\_\_\_\_, 2020

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

Per:

\_\_\_\_\_ 

Name: Greg Nadijwon  
Position: Chief

\_\_\_\_\_ 

Name: ANTHONY CHEGAHNO  
Position: Head- Councillor

I/We have authority to bind The Chippewas of Nawash Unceded First Nation

Date: Tuesday May 26 \_\_\_\_\_, 2020

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

Per:

\_\_\_\_\_

Name:  
Position:

I have authority to bind the corporation.

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SIGNED, SEALED, AND DELIVERED by:

THE SAUGEEN FIRST NATION

Per:

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

I/We have authority to bind The Saugeen First Nation

Date: \_\_\_\_\_, 2020

THE CHIPPEWAS OF NAWASH UNCEDED FIRST NATION

Per:

\_\_\_\_\_  
Name:  
Position:

\_\_\_\_\_  
Name:  
Position:

I/We have authority to bind The Chippewas of Nawash Unceded First Nation

Date: \_\_\_\_\_, 2020

PARKBRIDGE LIFESTYLE COMMUNITIES INC.

Per:

\_\_\_\_\_  
Name: William A. (Sandy) Higgins  
Position: Vice President, Development

I have authority to bind the corporation.

Date: JULY 13, 2020

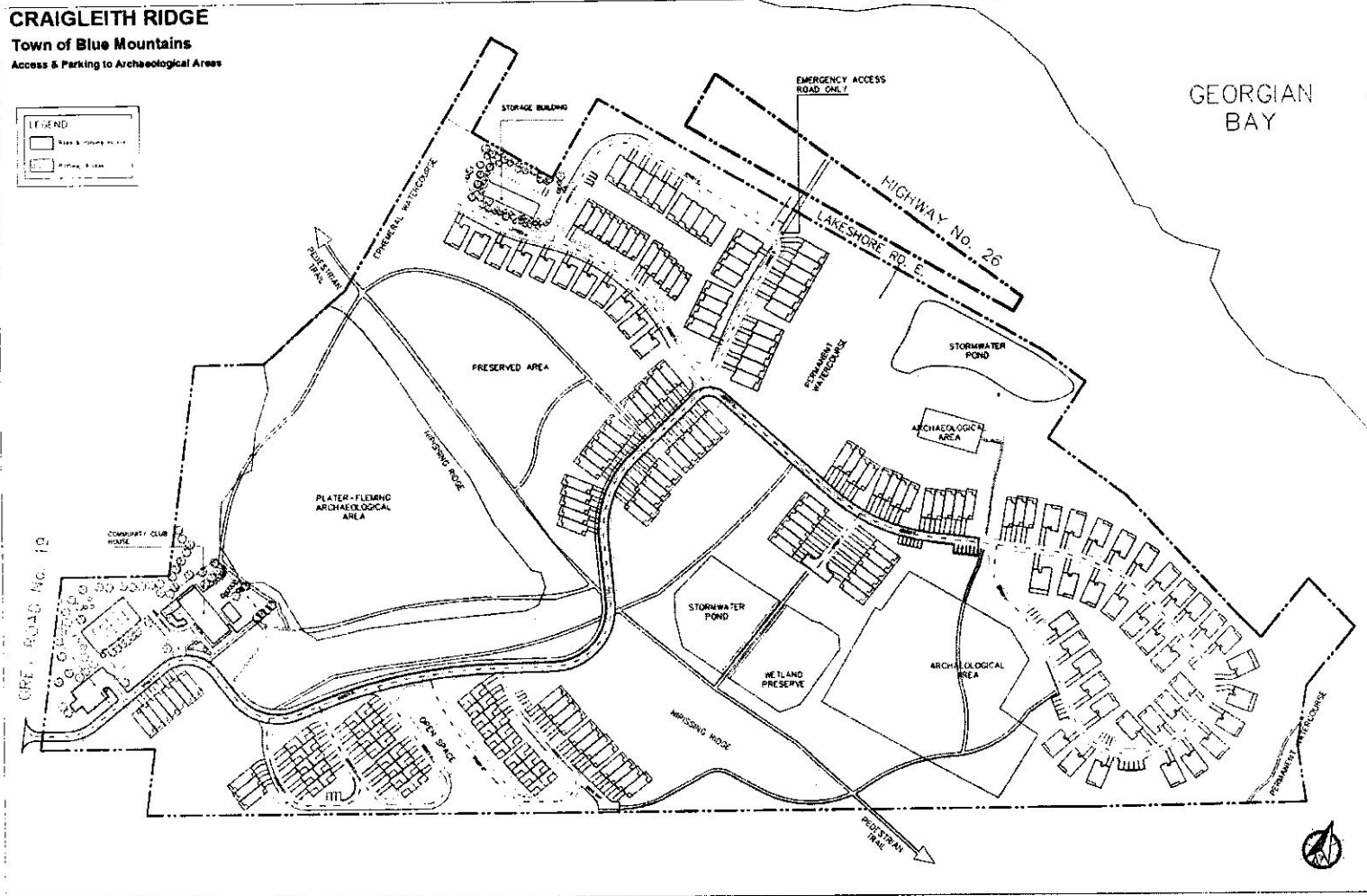
**SCHEDULE "A"**

**LEGAL DESCRIPTION OF LANDS  
AMENDED TO INCORPORATE R-PLAN OF PROTECTED SITES**

Part of Lot 21, Concession 2, being Part Lot 161, Lot 172, and Part Lot 173, Plan 529, in the former geographic Township of Collingwood, now in the Town of The Blue Mountains, Grey County, Ontario

**SCHEDULE "B"**

**PROPOSED PROJECT SITE PLAN**





**SCHEDULE "C"**

**PROPERTY ACCESS NOTIFICATION FORM**

**Craigleith Ridge - Property Access Notification Form**

SECTION A: APPLICANT INFORMATION		
Company Name:		
Address:		
City:	Province:	Postal Code:
Contact Person:		
Contact Telephone #:	Contact Fax #:	
Contact Email Address:		

SECTION B: DESCRIPTION OF ACTIVITY				
Date:	Start Time:	End Time:	Estimated # of People:	Estimated # of Vehicles:
Location(s):				
Detailed Description of Activity:				
Comments:				

SECTION C: LIABILITY INSURANCE
You will be required to obtain Commercial General Liability Insurance for a minimum coverage of \$2,000,000 with Parkbridge Lifestyle Communities Inc. listed as co-insured. Your Certificate of Insurance will need to be provided prior to the activity taking place on the property. For First Nations (SON), the Certificate of Insurance is provided in accordance with the Conservation Easement and Covenants Agreement prior to accessing the property.

SECTION D: SIGNING AUTHORITY		
I declare that all information in this application is to the best of my knowledge, true and correct. I also understand that if the information is incomplete, the application may be delayed, rejected or more information may be requested. I accept delays in processing will arise out of any inadequacies in the documentation submitted in support of the application. I understand that this application, in no way, represents approval of the activity and/or a guarantee of access to the property.		
First Name:	Last Name:	
Title:	Signature:	Date:

SECTION E: CONTACT US	
14 DAYS PRIOR TO ACTIVITY TAKING PLACE, PLEASE RETURN THIS COMPLETED FORM WITH ANY SUPPORTING DOCUMENTS TO:	
Parkbridge Lifestyle Communities Inc. Att: Project Manager	Email: <a href="mailto:jbeech@parkbridge.com">jbeech@parkbridge.com</a>
Fax: 705-422-0819	Mail: 85 Theme Park Drive, Wasaga Beach, ON L9Z 1X7