

CONSERVATION EASEMENT AGREEMENT

DATED this _____ day of _____, _____

BETWEEN:

(hereinafter called the "**Grantor**" or "**Owner**")

OF THE FIRST PART

- and -

OAK RIDGES MORAINÉ LAND TRUST
(hereinafter called the "**Trust**" or "**ORMLT**")

OF THE SECOND PART

In consideration of the sum of two (\$2.00) dollars now paid by the Trust to the Owner and in consideration of the covenants, easements, terms, conditions and restrictions contained herein, and pursuant to the *Conservation Land Act* of Ontario, the Owner and the Trust hereby agree to the covenants, restrictions and easements as set out in this Agreement which shall run with the Lands in perpetuity.

ARTICLE 1 - DEFINITIONS

1.1 For the purposes of this Agreement, the following words and phrases shall have the following meanings:

"**Act**" means the *Conservation Land Act*, as amended and any statute that may be enacted to modify or replace the Act.

"**Agreement**" or "**this Agreement**" means this conservation easement agreement and the schedules attached hereto as at the date hereof and as amended from time to time.

"**Authority**" means any governmental authority, quasi-governmental authority, agency, body or department whether federal, provincial or municipal, having jurisdiction over the Lands or the use thereof.

"**Covenants**" mean the Restrictions set out in Article 4 as the same may be waived, varied or released by the Trust in accordance with this Agreement.

"**Easement**" means the rights and easements in respect of the Lands granted by the Owner to the Trust in Article 5 of this Agreement.

"**Forested and Natural Area**" means that part of the Lands described as Part ____ on Plan _____.

"**Lands**" or "**Property**" means the lands and premises of the Owner described in **Schedule "A"** attached hereto.

"**Natural Features**" means the natural features described under the heading General Description of Natural Features in the Report.

"**Oak Ridges Moraine Land Trust**" means the no share capital corporation established by the laws of Canada to acquire and hold in trust properties and conservation easement interests for the purpose of, amongst other matters, conserving the Oak Ridges Moraine.

"**Owner**" means the above named party of the First Part and any person who at any time after registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including being a trustee for any beneficial owner of the Lands.

"**Protected Area**" means that part of the Lands that are the Forested and Natural Area.

"**Report**" means the Baseline Documentation Report referred to in **Schedule "B"** hereto to be completed by the Trust at its expense describing the Lands and documenting the natural values and features and current uses of the Lands.

"**Residential Area**" means that part of the Lands described as Part ____ on Plan _____.

"Restrictions" means the Restrictions set out in **Schedule "D"**, and referred to in Article 4, as same may be amended, waived, varied or released by the Trust in accordance with this Agreement.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

2.1 The Owner covenants and warrants that the Owner is the legal, beneficial and registered owner of the Lands with good title thereto subject only to the encumbrances listed in **Schedule "A"**.

2.2 The Lands include significant natural features that will be described in the Report and which the Owner and the Trust have agreed to protect and enhance.

2.3 It is agreed that the Report, when completed, will accurately describe the Lands including the current use and the significant natural features of the Lands and is intended to serve as an objective information base for monitoring compliance with this Agreement.

2.4 The Lands include the significant Natural Features that the Owner and the Trust have agreed to protect as provided herein and that will be comprehensively documented in the Report when completed.

2.5 The Grantor covenants and warrants that spousal consent is not necessary to this Agreement under the provisions of the *Family Law Act*, R.S.O. 1990 c.F.3, unless the Grantor's spouse has executed this Agreement.

2.6 The ORMLT covenants and warrants that it is a corporation incorporated under Part II of the *Canada Corporations Act*, is a charity registered under the *Income Tax Act* (Canada), is a conservation body within the meaning of the Act and has the right to enter into this Agreement.

ARTICLE 3 - INTENTION

3.1 The purpose and intent of this Agreement is to ensure:

- (a) the conservation, maintenance, restoration and enhancement of the Natural Features of the Forested and Natural Area;
- (b) the continuation of wildlife on the Forested and Natural Area; and
- (c) that any use of the Property will not interfere with or prevent the conservation, maintenance, restoration or enhancement of or damage or destroy the Forested and Natural Area, or prevent continuation of wildlife habitat on the Forested and Natural Area, all as more particularly set out in this Agreement.

3.2 There is public interest and benefit in the conservation, maintenance, restoration and enhancement of the natural values and Natural Features of the Property and the wildlife thereon.

3.3 This Agreement is to be construed, interpreted, performed and applied so as to give effect to the purpose and intent of this Agreement and to enforce the Restrictions and Easement.

3.4 The Owner acknowledges that the Trust may assign this Agreement to a conservation body as that term is defined in the Act subject to obtaining any consent, authorization and approval as required pursuant to Sections 4.3 and 4.4.

3.5 The parties acknowledge for the purpose of registering this Agreement against the title to the Lands, the Trust may at its cost survey the Lands and the parties shall co-operate to facilitate same and the registration of any plans as required to properly record and describe the terms hereof and the location of the Lands. All costs of surveying and registering shall be paid by the Trust.

ARTICLE 4 - RESTRICTIONS

4.1 The parties covenant and agree that the Covenants, Restrictions and Easement shall be deemed to be covenants and easements governed by and having the benefit of the Act, that from the execution of this Agreement the burden of such Covenants, Restrictions and Easement shall run with and bind the Residential Area and the Protected Area as set out herein and every part thereof and the benefit thereof shall enure to the Trust, and this Agreement shall be in full force and effect and in particular whether or not the Report has been completed or any acknowledgement signed by the parties in regard thereto.

4.2 The Owner covenants that the Owner and any licensee or lessee thereof and anyone for whom the Owner is in law responsible or for whom the Owner holds the Property will observe and perform the Restrictions as described in **Schedule "D"**. In addition, the Owner will not knowingly permit any breach of the

Restrictions as described in **Schedule “D”** by any person whatsoever, and, if the Owner learns of any breach or the likelihood of a breach occurring, the Owner will notify the Trust of such breach or anticipated breach as soon as possible and, in addition, where reasonable in the circumstances, will take the steps necessary to prevent the breach from occurring or continuing.

4.3 Where the covenants and agreements in this Agreement are in furtherance of an ecological gift under the *Income Tax Act* of Canada, no waiver, release or variance of Restrictions as described in **Schedule “D”** or other terms of this Agreement may be effected without the authorization of Environment Canada or any replacement entity responsible for enforcing the provisions relating to ecological gifts, if such authorization is necessary.

4.4 No amendment, waiver or release shall be made, given or entered into except with the consent of the Minister of Natural Resources of Ontario, if required, from time to time and this Agreement is subject to any other applicable laws and regulations in effect from time to time.

4.5 The request for authorization, consent or approval referred to in paragraphs 4.3 and 4.4 shall be delivered to the Trust in accordance with the provisions of paragraph 8.1.

ARTICLE 5 - EASEMENTS

5.1 The Grantor hereby grants to the ORMLT, pursuant to the authority of the Act, an easement and right of entry over the Property: (i) for access to the Protected Area for the purposes of conservation, maintenance, restoration or enhancement of all or any portion of the Protected Area and the wildlife on the Protected Area; (ii) for the purpose of determining through inspection, testing or otherwise whether in its opinion the Restrictions and the obligations of the Owner hereunder are being complied with and the purpose of this Agreement is being achieved; (iii) to carry out any remediation, restoration, removal or rehabilitation of the natural features of the Protected Area, and with respect to Section 2.1 of **Schedule “D”** on the Residential Area, as in the opinion of the ORMLT, acting reasonably, are necessary or desirable to carry out the purpose and intent expressed in Article 3 of this Agreement and to carry out any work and cure any default contemplated by, or referred to herein. The Owner acknowledges that where improvements, buildings or structures have been erected in contravention of the Restrictions, the ORMLT will be entitled to enter the Property, other than the existing residence and other buildings currently on the Property, for the purpose of removing such improvements, buildings and structures. Notwithstanding the foregoing, the Owner shall be entitled to maintain and replace, enlarge and improve existing buildings and construct new buildings in the Residential Area and nothing herein prevents continued use and enjoyment of the Residential Area, subject to compliance with all applicable laws, regulations, guidelines, and policy statements of the local municipality and the Province of Ontario, including the Oak Ridges Moraine Guidelines, and the provincially significant wetlands policy.

5.2 The parties covenant and agree that the burden of the Easement shall run with and bind the Property and every part thereof from the execution of this Agreement so long as the Restrictions are in effect and the benefit of the Easement shall enure to the ORMLT.

5.3 The exercise of the Easement shall be subject to the following:

- (a) Entry for inspection of the natural features, and not of buildings and residences may be made by the directors, officers, employees, agents and contractors of the ORMLT with vehicles, provided that the ORMLT shall take reasonable measures to interfere as little as reasonably possible with the use and enjoyment of the Property by the Owner, and subject to notice being given as provided in section 5.3(b) or waived by Owner. The easement and right of entry over the Residential Area will not unreasonably interfere with the existing or new buildings and improvements thereon and the use and enjoyment of the Residential Area;
- (b) The ORMLT shall give the Owner prior notice of at least seventy-two (72) hours of its intended entry unless in the opinion of the ORMLT, acting reasonably, there is an emergency or other circumstance which precludes the giving of such notice; and
- (c) Nothing herein shall be considered to permit public entry onto the Property, and entry by the public is prohibited except with the prior consent of the Owner which may be refused by Owner, in Owner’s absolute discretion.

5.4 No right or easement in favour of the general public respecting the Lands is granted by this Agreement.

5.5 The Owner hereby grants to the Trust, its employees, volunteers, contractors and agents together with their supplies, equipment, materials, machinery and vehicles the right and easement to enter on and have access to the Lands at reasonable times and subject to obtaining all necessary approvals, consents and authorizations as referred to in Sections 4.3 and 4.4, and compliance with the notice requirements specified below for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.

5.6 Prior to entry or access to the Lands for the purposes identified in section 5.5, the Trust shall provide notice to the Owner as follows, unless in the opinion of the Trust there is an emergency or other circumstance which does not make it feasible to give notice of the intent of the Trust to enter on the Lands:

- (a) at least 10 days written notice. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed.

Notice pursuant to clause 5.6(a) may be given either in writing, in person or by telephone.

5.7 Upon the request of the Trust, the Owner shall promptly provide the Trust with any written consent or authorization that the Trust may require in order for it to obtain permission, when necessary, from any Authority for carrying out any activity permitted by the Easement.

5.8 The parties covenant and agree that the burden of these easements shall run with and bind the Property in accordance with the terms hereof, and every part thereof from the execution of this Agreement in perpetuity and the benefit of the Easement shall enure to the Trust.

5.9 Nothing herein shall be considered to permit public entry onto the Property, and entry by the public elsewhere is prohibited except with the prior consent of the Owner which may be refused by Owner, in Owner's absolute discretion.

ARTICLE 6 - INSURANCE AND INDEMNITY

6.1 The Trust hereby agrees to indemnify and hold harmless the Owner and those for whom it is in law responsible from and against any and all claims, demands, expenses, actions, causes of action, and for any and all liability for damages to property and injury to persons (including death) howsoever caused, arising out of or in any way related to the exercise of the rights and easements granted by the Owner in Article 5 of this Agreement, except those arising from any intentional or negligent act or omission of the Owner or those for whom it is in law responsible.

6.2 The Trust shall at all times carry and maintain adequate comprehensive general liability insurance coverage of an inclusive limit of not less than the amount that a prudent owner of lands used for the purposes of the Easement would carry for property damage, bodily injury and personal injury. The initial amount of such insurance shall be Two Million (\$2,000,000.00) Dollars.

ARTICLE 7 - DEFAULT

7.1 In the event of breach of or default in the obligations and covenants of either party under this Agreement, the aggrieved party (the "**Claimant**") may take any action available to it at law, in equity, by statute or under this Agreement provided that the Claimant shall first give to the other party written notice of the default which notice shall specify the nature of the non-compliance and the measures necessary to secure compliance with the terms of this Agreement. If notice of default is given, the other party shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the non-compliance or default.

7.2 If the Trust in its sole discretion determines that circumstances require immediate action to prevent or mitigate damage to the Natural Features of the Lands or for the purpose of public safety, the Trust may pursue its remedies under this Article 7 without prior notice to the Owner and without waiting for the expiry of the sixty (60) day notice period as otherwise required under paragraph 7.1.

7.3 In the event that the other party has failed to provide compliance within the sixty day period allowed, then the Complainant shall be entitled to complete those works and measures necessary to provide compliance and to remedy the default at the expense of the other party. Until paid to the Complainant by the other party, such costs of remedy incurred by the Complainant shall be a debt owed by the other party to the Complainant and shall be a charge upon the Property enforceable in the same manner as a mortgage and recoverable by the Complainant in a court of law.

7.4 The parties recognize that damages based upon market value may not be adequate or effective to compensate for destruction of or restoration of the natural features of the Lands as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:

- (a) compensation to the Trust in the event of default or breach of the Agreement may be based upon market value, restoration or replacement costs whichever, in the opinion of the court shall better compensate the Trust, and
- (b) in addition and without limiting the scope of the other enforcement rights available to the Trust under this Agreement, the Trust may bring an action or an application for injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.

ARTICLE 8 - NOTICE

8.1 Any notice to be given or required under this Agreement (which term in this paragraph includes any request or waiver) shall be in writing and sent by personal delivery, facsimile transmission ("**Fax**"), or by ordinary prepaid mail to the following addresses:

If to the Trust as follows:

Address: The Oak Ridges Moraine Land Trust
The Gate House, 13990 Dufferin St. N., King City, Ontario, L7B 1B3.
Attention: Executive Director

Fax Number: (905) 833-6619

and if to the Owner as follows:

Address: _____

Fax Number: _____

The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fourth (4th) business day after the date of mailing, and notice by personal delivery or Fax shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Rights Reserved by Owner. The Owner reserves to itself, and to its successors and assigns, and any transferee therefrom, 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 in this Agreement and are not inconsistent with the purpose and terms of this Agreement.

9.2 Notice of Easement. The Trust may, at its expense and in a tasteful manner, erect a plaque on the Lands indicating that the Trust holds a conservation easement on the Lands. The Owner consents to the Trust publicizing this Agreement.

9.3 Owner Not Liable. No person who is an Owner shall be liable to the Trust for any breach of or default in the obligations owed to the Trust under this Agreement committed after the registration of a transfer by such person of that person's interest in the Lands, provided that the Owner has delivered to the Trust or, where this Agreement has been assigned by the Trust, and the Trust has given notice to Owner of such assignment, to the said assignee, notice of such transfer and an acknowledgement and assumption executed by the new registered Owner in the form attached as **Schedule "C"**, acknowledging the priority of this Agreement and the interest of the Trust or the assignee, as the case may be, and assuming the obligations of an Owner under this Agreement.

9.4 Assignment. Subject to receipt of any consent, approval or authorization required by Sections 4.3 and 4.4, the Trust may assign all of its interest in this Agreement, the Covenants, the Restrictions and the Easement to any conservation body as defined by the Act. The Trust shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

9.5 The Trust may register one or more of this Agreement, or any portions thereof, and in particular, may register as separate instruments the Easement and Restrictions herein, or otherwise in such form and manner as

may be permitted by the applicable laws and requirements of the appropriate registry office, and Owner shall assist Trust in all such registrations by executing any and all documents as reasonably required to effect such registrations.

9.6 Registration. The Trust may register this Agreement against title to the Lands and the Owner shall execute any document that may be required to allow such registration, and in any other registry as requested by Trust.

9.7 Failure to Exercise or Enforce Rights. No failure by the Trust to require performance by the Owner of any provision of this Agreement shall affect the right of the Trust 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.

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

9.9 Severability. All provisions of this Agreement including 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.

9.10 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.

9.11 Joint and Several. Whenever the Owner comprises more than one person, the Owner's obligations in this Agreement shall be joint and several.

9.12 Entire Agreement. This Agreement is the entire agreement between the parties with respect 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.

9.13 Enurement. This Agreement including the Easement, Restrictions and Covenants shall run with the Lands in perpetuity or until such time as the Trust, or its successor or assign, authorizes their release and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and personal representatives, as the case may be.

9.14 Acts Beyond Party's Control. Neither party shall be liable to the other for any damage to or change in the Lands resulting from causes beyond the control of such party, including, without limitation, accidental fire, flood, storm, earthquake, subsidence, trespass, insect infestation or disease.

9.15 Planning Act. This Agreement is subject to compliance with the *Planning Act* of Ontario, if applicable. If a consent under the *Planning Act* is required, same shall be obtained by and at the cost of the Trust and Owner shall co-operate with the Trust and do and execute all things as and when reasonably necessary or requested for the Trust to make application for the said consent.

9.16 Perpetuity. The Easement and Restrictions shall continue in perpetuity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Witness

Grantor

Oak Ridges Moraine Land Trust

Per: _____
Name:
Position:

Per: _____
Name:
Position:

We have authority to bind the Corporation.

SCHEDULE "A"

DESCRIPTION OF LANDS

Attached to and forming part of the Conservation Easement Agreement between Grantor and the Oak Ridges Moraine Land Trust, dated as of the ____ day of _____, _____

Legal Description

PIN _____; being Lot _____ Concession _____

SCHEDULE "B"**BASELINE DOCUMENTATION REPORT**

Attached to and forming part of the Conservation Easement Agreement between Grantor and the Oak Ridges Moraine Land Trust, dated as of the ____ day of _____, _____.

The ORMLT shall complete a Report at its expense within a reasonable time of the date of the Agreement. When the Report has been completed, the Owner agrees to sign an acknowledgement in the Report to confirm the photographs, maps and written information are accurate depictions and descriptions of the Property and its natural values and features, wildlife and uses. A signed copy of the Report will be provided to the Owner and an originally signed copy of the Report will be filed at the offices of the ORMLT.

SCHEDULE "B"

MAP 1

SCHEDULE "C"

ACKNOWLEDGEMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20__ .

BETWEEN:

[INSERT LEGAL NAME]
(hereinafter called the "New Owner")

OF THE FIRST PART

- and -

OAK RIDGES MORAINÉ LAND TRUST
(hereinafter called the "Trust")

OF THE SECOND PART

WHEREAS:

A. By agreement dated _____, 20__ and registered in the Land Registry Office for the Registry/Land Titles Division of _____ (No. __) on _____, 20__, as Instrument No. _____, a copy of which is attached hereto as **Schedule "A"** (the "Agreement"), *[FORMER OWNER]* granted to the Trust the rights and easements respecting the use of the lands (the "Lands") described in the Agreement.

B. The New Owner is now the registered owner of the Lands.

C. The Agreement contains a provision stipulating that, on the sale or transfer of the Lands, an acknowledgement and assumption agreement executed by the new registered owner of the Lands acknowledging the priority of the Agreement and the interest of the Trust and assuming the obligations of the owner under the Agreement shall be delivered to the Trust.

IN CONSIDERATION OF the mutual covenants and agreements between the parties to this Agreement and the sum of One Dollar (\$1.00) that has been paid by each of the parties to each of the others, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. The New Owner acknowledges and agrees that:
 - (a) the Agreement shall rank first in priority to all other agreements, easements, encumbrances and liens affecting the Lands except those that have priority under any statute;
 - (b) the Trust continues to have and enjoy all the rights, easements and remedies granted to it in the Agreement; and
 - (c) the New Owner will, at all times observe and perform the terms, covenants and conditions contained in the Agreement respectively reserved and contained on the part of the Owner therein to be observed and performed.
2. The parties in all other respects hereby confirm that the Agreement is in full force and effect, unchanged and unmodified except in accordance with this Agreement. It is understood and agreed that unless defined to the contrary herein, all defined terms and expressions when used in this Acknowledgement and Assumption Agreement have the same meaning as they have in the Agreement.
3. This Agreement shall enure to the benefit of and be binding upon the ORMLT and the New Owner and each of their heirs, executors, administrators, personal representatives and permitted successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement by affixing their respective corporate seals under the hands of their proper signing officers duly authorized in that behalf.

If corporate owner:

[LEGAL NAME OF CORPORATION]

Date:

Per: _____

Name:

Title:

Date:

Per: _____

Name:

Title:

We have authority to bind the Corporation.

- O R -

If individual owner(s):

SIGNED, SEALED AND DELIVERED

in the presence of:

Date:

Witness: *Please sign above and print name here*

Name: *Please sign above and print name here*

Spousal statement pursuant to the *Family Law Act* (Ontario): I, _____ am/am not a spouse.
The person consenting below is my spouse.

SIGNED, SEALED AND DELIVERED

in the presence of:

Date:

Witness: *Please sign above and print name here*

Name: *Please sign above and print name here*

OAK RIDGES MORAINÉ LAND TRUST

Date: _____

Per.: _____

Date: _____

Per: _____

We have authority to bind the Trust.

SCHEDULE "D"

RESTRICTIONS

1.0 Definitions and Interpretation:

1.1 In these Restrictions:

“**Forested and Natural Area**” means Parts _____ on Plan _____.

“**Protected Area**” means the Forested and Natural Area.

“**Residential Area**” means the Property other than the Protected Area.

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

Wherever the term "**Property**" or "**Lands**" is used in these Restrictions, such term shall be construed to apply to any and all parts of the Property and to any water thereon.

2.0 Restrictions applicable to all parts of the Property

2.1 Water Quality/Quantity

No activity or action on the Property shall be performed or permitted or suffered to be performed, nor shall any use of the Property be made or permitted or suffered to be made, which in the opinion of the Trust, acting reasonably, is or may reasonably be expected to be detrimental or adverse to water conservation (in quantity or quality) on, in or about the Property, including the groundwater and any ponds in the Residential Area. Nothing herein restricts the taking and using of water for usual household or residential activities currently located and carried out on the Property.

2.2 Severance/Subdivision

No part of the Property shall be sold, conveyed, mortgaged, charged, leased or otherwise disposed of separately from the remainder of the Property, and no plan of subdivision shall be registered against title to the Property, save and except for conservation purposes and without the prior written consent of the Trust.

3.0 Restrictions applicable only to the Protected Area

3.1 Alteration of Topography

No alteration shall be made or permitted or suffered to be made in the general topography of the Protected Area which, in the opinion of the Trust, acting reasonably, is or may reasonably be expected to be detrimental or adverse to the purposes and intent of this Agreement as set out in this Agreement. Without limiting the foregoing, tilling of the soil, grazing of livestock, construction of drainage ditches, retaining walls, dams, ponds, transmission or generating towers and lines, and any other similar undertaking, as well as the dumping, excavation, dredging, mining or removal of loam, gravel, soil, rock, sand or other material or minerals, shall all be deemed to be detrimental or adverse to such purposes and shall not be undertaken or permitted or suffered to be undertaken without the prior written consent of the Trust.

3.2 Soil Stability

No activities shall take place within the Protected Area that may cause extensive soil compaction, rutting or soil erosion.

3.3 Camping

No mobile home, trailer or boat used or intended for use as a residence or for overnight or short-term accommodation shall be placed, kept or permitted or suffered to be placed or kept in the Protected Area.

3.4 Dumping

No rubbish, garbage, sewage, waste, or other unsightly 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 Protected Area.

3.5 **Hunting/Fishing/Trapping**

No commercial or sport hunting, fishing or trapping (other than of nuisance wildlife), shall occur or be permitted or suffered to occur in the Protected Area.

3.6 **Discharge of Firearms**

No firearms or explosive devices of any kind shall be discharged or permitted or suffered to be discharged in the Protected Area.

3.7 **Collection**

No native or naturally occurring plant or plant part or animal shall be gathered or removed from the Protected Area, save and except to collect plants or plant parts for uses of personal consumption, protection or restoration of native species on the Property and is conducted in a manner that is not detrimental to the viability of the existing plant population from where the collection is occurring, but this provision shall not prohibit removal in the course of exercise of the Trust's rights under the terms of the Easement.

3.8 **Lakes/Ponds/Wetlands**

No interference with, or alteration of any lake, pond, wetland, watercourse or any other body of water in the Protected Area shall be undertaken or permitted or suffered to be undertaken, nor shall any use thereof be made or permitted to be made which, in the opinion of the Trust, acting reasonably, will or may reasonably be expected to be detrimental or adverse to the Purposes.

3.9 **Easements/Rights-of-Way**

No easement, right of way or right in the nature of an easement, in, on, over, under or through the Protected Area shall be granted to any person, without the prior written consent of the Trust.

3.10 **Non-native Species**

No non-native plant or animal species shall be planted or introduced or be permitted or suffered to be planted or introduced in or to the Forested and Natural Area. Notwithstanding the foregoing, current and existing plants and animals and natural seeding or offspring arising therefrom as well as plantings and seeding arising from natural causes such as wind or rain or animal wildlife if not brought onto the property by Owner shall not be considered to be in contravention of the provisions hereof, and plantings and reforestation carried out by Owner pursuant to a reforestation plan approved by Owner and Trust and prepared by a professional forester shall be permitted.

3.11 **Buildings/Development**

No building, structure, fixture, or other improvement of any kind shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained, on, in, under or over the Forested and Natural Area, subject to fences and "no trespassing" and "no hunting" signs being placed and maintained, so long as same are otherwise in accordance with the provisions of the Agreement.

3.12 **Roads/Driveways/Trails**

No road, driveway, walkway, bicycle or other path or trail, parking area, dock or ramp shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained on, in, under or over the Protected Area, except for any existing at the date of this Agreement.

3.13 **Pesticides/Herbicides**

No pesticide, insecticide, herbicide, chemical or other toxic material of any type or description shall be used or be permitted or suffered to be used within the Forested and Natural Area, except to the extent reasonably required to control invasive species outbreaks.

3.14 **Trees/Vegetation**

No tree, shrub, or any other native vegetation within the Forested and Natural Area shall be removed, destroyed or cut, save and except those that may be removed: (i) as part of a mutually agreed Forest Management Plan written or approved by a Professional Forester to achieve compliance with the purpose and intent of the Conservation Easement Agreement; (ii) to control non-native or exotic intrusion; (iii) to remove a danger or hazard and is conducted in a manner not injurious to the remaining trees, flora, fauna and soils, and maintains soil stability, water quality and quantity and the other conservation features of

the Property; (iv) for firewood for Owner's personal use not exceeding ten cords per year.

3.15 Business

No trade, business or calling whatsoever shall be carried on from or within the Protected Area.

3.16 Hydro/Public Utilities

No use of electrical power or any other form of public utility shall be permitted on or about the Protected Area, save and except for any existing hydro line (including any indicated on Map 1 attached as **Schedule "B"**) or without prior written consent of the Trust.

3.17 Wildlife Movement

The Owner shall not construct, pursue, permit or suffer the construction of fencing or other obstacles, which would exclude or in the opinion of the Trust, acting reasonably, unduly restrict wildlife movement in or through the Protected Area.

3.18 Improvements

Minor improvements to existing or permitted residences on the Residential Area (such as a pool, tennis court, small outbuilding and the like) may be constructed, provided same are for the personal use of the Owner, the Owner's family and the Owner's guests, and ten (10) days prior written notice is given to the Trust.