

Properties

PIN 25069 - 0098 LT

Description PT LT 30, CON 2, TRAF SDS, PARTS 1 AND 2, 20R12769 AND PARTS 1 AND 2, 20R10153; OAKVILLE. T/W 520140. S/T 74286.

Address OAKVILLE

PIN 25069 - 0099 LT

Description PT LT 30, CON 2, TRAF SDS, PART 2, 20R6034; OAKVILLE. T/W 520140.

Address OAKVILLE

PIN 25069 - 0016 LT

Description PCL 27-6, SEC T15 ; PT LT 27, CON 2 TRAFALGAR, SOUTH OF DUNDAS STREET , PART 1, 2, 3 & 4 , 20R10070 , EXCEPT PT 1, 20R10159 & 20M553 ; OAKVILLE

Address OAKVILLE

PIN 25069 - 0017 LT

Description PT LT 27, CON 2 TRAFALGAR, SOUTH OF DUNDAS STREET , AS IN 407897 ; EXCEPT PT 2, 20R1945, LYING NE OF PT 1, 20R9097 & 717956 ; OAKVILLE/TRAFALGAR

Address OAKVILLE

PIN 25069 - 0112 LT

 Affects Part of Prop

Description PART OF LOT 26, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, AS IN INSTRUMENT NO. 782175 AND 404067, EXCEPT PART 1 ON PLAN 20R-10605, PART 7 ON PLAN 20R-6095, PART 1 ON PLAN 20R-14171 AND PART 1 ON PLAN 20R-20678; PART OF LOT 27, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PART 2 ON PLAN 20R-2064, EXCEPT PLAN 305, PLAN 861, PART 1 ON PLAN 20R-4965, PART 1 ON 20R-7333, PARTS 1, 2, 3 AND 4 ON PLAN 20R-10070 AND PARTS 1 AND 2 ON PLAN 20R-10158; PART OF LOTS 27 AND 28, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PART 2 ON PLAN 20R-1945, EXCEPT PART 2 ON PLAN 20R-12767; PART OF LOTS 27 AND 28, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PART 1 ON PLAN 20R-1975, EXCEPT PART 2 ON PLAN 20R-4965, PART 1 ON 20R-9097, PART 10 ON PLAN 20R-10153 AND PART 3 ON PLAN 20R-10070; PART OF LOT 28, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, AS IN INSTRUMENT NO. 402944, EXCEPT PART 2 ON PLAN 20R-12767 AND PART 11 ON PLAN 20R-6034; PART OF LOT 28, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESCRIBED AS PART 2 ON PLAN 20R-14063; PART OF LOT 29, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, AS IN INSTRUMENT NO. 406203 AND 408947, EXCEPT PARTS 1 AND 2 ON PLAN 20R-9076, PART 11 ON PLAN 20R-6034 AND PART 1 ON PLAN 20R-12767; PART OF LOT 30, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PART 1 ON PLAN 20R-3487; PART OF LOT 29, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PART 1 ON PLAN 20R-1199, EXCEPT PART 11 ON PLAN 20R-6034; SAVE AND EXCEPT PARTS 8-10 ON PLAN 20R-6034; SUBJECT TO INSTRUMENT NO. 495238E AND 706861; SUBJECT TO EASEMENT OVER PART 24 ON PLAN 20R-13352 AS IN INSTRUMENT NO. HR188409; TOWN OF OAKVILLE (GEOGRAPHIC TOWNSHIP OF TRAFALGAR), REGIONAL MUNICIPALITY OF HALTON

Address OAKVILLE

PIN 25069 - 0113 LT

 Redescription

Description PART OF LOT 28, CONCESSION 2 TRAFALGAR SOUTH OF DUNDAS STREET, DESIGNATED AS PARTS 7 AND 8 ON PLAN 20R-10153, EXCEPT PARTS 1 AND 2 ON PLAN 20R-14063; TOGETHER WITH INSTRUMENT NO. HR105496 AND HR109018; TOWN OF OAKVILLE (GEOGRAPHIC TOWNSHIP OF TRAFALGAR), REGIONAL MUNICIPALITY OF HALTON

Address OAKVILLE

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE

Address for Service 777 Bay Street, Suite 900
Toronto, ON
M5G 2C8

Attention: Legal Services

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a representative of the Crown.

Party To(s)*Capacity**Share*

Name THE CORPORATION OF THE TOWN OF OAKVILLE
Address for Service 1225 Trafalgar Road
Oakville, ON L6H 0H3
Attention: Legal Services

This document is being authorized by a municipal corporation Ray Green, CAO, and Vicki Tytaneck, Town Clerk.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

The land registrar is authorized to delete the notice on the consent of the following party(ies) Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources

Schedule: See Schedules

Signed By

Christine Ann Kent	777 Bay Street Suite 900 Toronto M5G 2C8	acting for Applicant(s)	First Signed	2018 05 17
--------------------	--	----------------------------	-----------------	------------

Tel 416-327-1738

Fax 416-326-2654

Christine Ann Kent	777 Bay Street Suite 900 Toronto M5G 2C8	acting for Applicant(s)	Last Signed	2018 09 12
--------------------	--	----------------------------	----------------	------------

Tel 416-212-7289

Fax 416-326-2854

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

INFRASTRUCTURE ONTARIO	777 Bay Street Suite 900 Toronto M5G 2C8			2018 09 12
------------------------	--	--	--	------------

Tel 416-212-7289

Fax 416-326-2854

Fees/Taxes/Payment

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

File Number

Applicant Client File Number : D65549-DEERFIELD GOLF COURSE OAKVILLE

CONSERVATION COVENANT AGREEMENT

THIS AGREEMENT made this 17th day of May, 2018.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE, as represented by ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

(hereinafter called "Ontario")

-and-

THE CORPORATION OF THE TOWN OF OAKVILLE

(hereinafter called the "Town")

RECITALS

- A. Ontario Infrastructure and Lands Corporation by way of Ministerial delegation is the designated agent of the Vendor and has the authority to exercise all rights of the Minister of Infrastructure pursuant to sections 7 and 9 of the *Ministry of Infrastructure Act, 2011*, S.O. 2011, c. 9, Sched. 27.
- B. Ontario and the Town have agreed to enter into this Conservation Covenant Agreement (the "Agreement") to provide for the following purposes (collectively, the "Conservation Purposes"):
 - i. the conservation, preservation, maintenance, restoration, protection, management and enhancement by protecting the conservation capabilities of the lands described in Schedule "A" and depicted as "Conservation Lands" on Schedule "E" hereto (the "Lands") or the wildlife thereon,
 - ii. the prevention of any use of the Lands that would significantly impair or interfere with such purpose, and
 - iii. access to the Lands for the purposes as specified in subparagraphs (i) and (ii) above, in accordance with the provisions of the *Conservation Land Act*, R.S.O. 1990, c. C. 28, as amended (the "Act").
- C. The Lands or a portion thereof constitute "Conservation Land" as defined in the Act.
- D. The Town has acquired the Lands and is the registered owner of the Lands.
- E. In furtherance of the foregoing objectives, the parties agree to enter into this Agreement.

NOW THEREFORE in consideration of the sum of Two Dollars (\$2.00) and certain other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to abide by the following covenants, easements and restrictions which run with the Lands.

**SECTION 1
DEFINITIONS**

1.01 Definitions

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

- a) "Act" means the *Conservation Land Act*, R.S.O 1990, c. C.28, as amended and all regulations made thereunder.

- b) **"Agreement"** means this Conservation Covenant Agreement and the Schedules attached hereto, as the same may be amended from time to time.
- c) **"Business Day"** means any day on which the Government of Ontario normally conducts business.
- d) **"Conservation Body"** has the same meaning as ascribed to **"conservation body"** as defined in Subsection 3(1) of the Act and includes the Owner.
- e) **"Conservation Land"** has the same meaning as ascribed to **"conservation land"** as defined in Subsection 3 (1) of the Act.
- f) **"Lands"** means the lands and premises more particularly described in Schedule "A" attached hereto and includes any buildings, structures and improvements now existing or that may be constructed thereon in accordance with the provisions of this Agreement. For greater clarity, the Lands do not include any portion of the lands that are currently being used and operated as a public golf course, if applicable.
- g) **"Minister"** means the Minister of Natural Resources or his or her authorized delegate.
- h) **"Owner"** means the Town as the registered owner of the Lands and any person or entity who at any time after the registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including a trustee for any beneficial owner of the Lands.
- i) **"Permitted Use"** means the use of the Lands: (a) for Conservation Purposes; (b) for any other purpose that is listed in Schedule "B" attached hereto, being uses that are specifically permitted on the Lands; and (c) for any residential use existing on the Lands as of the date of this Agreement.

SECTION 2 PURPOSE OF AGREEMENT

- 2.01 The parties acknowledge and agree that the purpose of this Agreement is to preserve and protect the Lands as Conservation Land in furtherance of the objectives of the Act pursuant to Subsections 3(2) and 3(2.1) thereof and to prevent any use of the Lands that would significantly impair or interfere with such purpose. The parties further acknowledge and agree that this Agreement is subject to the terms and provisions of the Act and, in the event of any conflict between the provisions of this Agreement and those of the Act, the provisions of the Act shall prevail.
- 2.02 The parties further acknowledge and agree that it is not the intent or purpose of this Agreement or any provision herein to restrict, limit or extinguish any valid constitutional right, treaty right or any other valid right to the use of the Lands or any part thereof for any purpose by any First Nation, aboriginal group or individual nor is it the intent or purpose of this Agreement or any provision herein to create any new right with respect to the use of Lands or any part thereof for any purpose in favour of any First Nation, aboriginal group or individual. Ontario makes no representation whatsoever as to whether any such valid right does or does not exist and the Owner agrees to allow any such valid existing right to continue without interference.

SECTION 3 OWNER'S RIGHTS AND OBLIGATIONS

- 3.01 The Owner is responsible for all costs and liabilities of every kind related to the ownership, operation and upkeep and maintenance of the Lands, including the payment of any and all taxes, assessments, fees and charges levied by any competent authority on the Lands.

**SECTION 4
MAINTENANCE AND REPAIR**

- 4.01 The Owner is responsible to carry out any construction, maintenance, alteration, repair, improvement, installation or work is reasonably required in the sole and absolute opinion of Ontario to undertake any erosion control, flood control, maintenance of water courses, streams and water quality and bank stabilization and environmental integrity. The Owner shall forthwith repair or rectify any damage done or caused to the Lands or lands abutting thereto, at its sole cost and expense and shall assume all liabilities and obligations for any and all loss, damage or injury (including death) to persons or property that would not have happened but for the exercise of such rights.

**SECTION 5
INSURANCE**

- 5.01 The Owner agrees to put in effect and maintain or cause to be put into effect and maintained at all times with reputable insurers insurance in respect of (i) commercial general liability for property damage, third party bodily injury and personal injury, (ii) property insurance for the full replacement cost of any building(s) on the Lands on an "all risks" basis including a thirty (30) day written notice of cancellation provision and (iii) such other risks against which a prudent owner would insure. Within fifteen (15) days of written request, the Owner shall provide or cause its insurer to provide a certificate or certificates evidencing the insurance in effect.

**SECTION 6
USE OF THE LANDS**

- 6.01 The Owner covenants and agrees that it shall use or permit the Lands to be used only for a use or activity that is a Permitted Use.
- 6.02 As outlined on the site map attached as Schedule "D", the Owner acknowledges that the Lands contain two identified non-indigenous archeological sites. Notwithstanding anything to the contrary in this Agreement, the Owner covenants and agrees that any use or activity on the Lands that might directly or indirectly cause an impact to the archeological sites requires the Owner to comply with any and all applicable government policy, regulations and legislation in relation to the identified archeological sites, including, but not limited to, maintaining the required protective buffer and monitoring zones for each site, engaging a licenced archeologist to carry out necessary archeological fieldwork, and taking any necessary steps for the preservation of the sites or any artifacts located on the sites, if applicable.

**SECTION 7
PROHIBITED USES**

- 7.01 The Owner acknowledges and agrees that the following uses and activities are specifically prohibited and hereby covenants and agrees that it shall not use the Lands, or do any act or thing, make, cause or effect directly or indirectly any of the following:
- a) apply for a rezoning or an amendment of the Official Plan to change the zoning, unless it is in respect of a Permitted Use;
 - b) apply for any severance or subdivision of the Lands, except a severance in furtherance of any viable conservation purpose;
 - c) construct any new buildings, structures or other permanent improvements, other than fences which are permitted, unless the same are necessary or desirable to the Permitted Use and furthermore it has first of all obtained the prior written approval of the Minister to such construction;
 - d) carry on any business or commercial activity on a for profit basis including, without limitation, golf courses, golf driving ranges or hunting or shooting uses or similar recreational activities;
 - e) remove topsoil except as necessary or incidental to the continuation of the Permitted Use;
 - f) demolish, alter, remodel or reconstruct any of the existing or permitted buildings, structures or other improvements (fences excluded) in such a manner that would materially affect the proper maintenance, conservation and preservation of the Lands as

Conservation Lands;

- g) change any existing grade or landscaping of the Lands;
- h) excavate on the Lands;
- i) straighten, change, divert, interfere with or alter any water courses on the Lands;
- j) drain any wetlands within the Lands or interfere with any drainage facilities servicing the Lands;
- k) obstruct the natural flow of water over, under or from or to the Lands or any part thereof;
- l) remove trees, shrubs or other vegetation except as may be necessary to:
 - i. prevent or treat disease, or
 - ii. conduct good husbandry practices;
- m) mine or extract peat, aggregates or minerals for commercial purposes;
- n) erect any signage on the Lands, except only as may be desirable to identify the Lands as Conservation Lands and, subject to obtaining all necessary approvals, if any, required by the local municipality and other governmental authorities having jurisdiction with respect to the Lands; and
- o) dump, accumulate or remove soil, fill, waste, equipment, products and materials, unless necessary or incidental to the Permitted Use and provided that such is done in accordance with all applicable federal, provincial and municipal statutes, regulations, order and by-laws.

Notwithstanding the general prohibition contained in section 7 above, any of the uses and activities set out therein may be permitted provided that (i) they are permitted under the Act, and necessary or desirable for the use of the Lands for a Permitted Use, (ii) any consent or notice of the Minister, whether or not specifically required by the Act, has been obtained or given, as the case may be and (iii) all necessary and applicable approvals, if any, have been obtained from the appropriate governmental or regulatory bodies having jurisdiction with respect to the Lands.

SECTION 8 NO ACT OF WASTE

8.01 The Owner shall not commit or permit any act of waste on the Lands. In respect of the Lands, the Owner shall not, except with the prior written approval of the Minister:

- a) grant any easement or right-of-way which would adversely affect the rights herein granted;
- b) erect or remove or permit the erection or removal of any building, sign, fence or other structure of any type whatsoever;
- c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Lands;
- e) allow the planting of trees, shrubs or other vegetation which would have the effect of reducing the natural open space values of the Lands; and
- f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

SECTION 9 BREACH OF OWNER'S OBLIGATIONS

9.01 If Ontario, in its sole and absolute discretion, is of the opinion that the Owner has neglected or refused to perform any of its obligations as set out in this Agreement, Ontario may serve on the Owner notice setting out particulars of the breach and Ontario's estimated maximum cost of remedying the breach. The Owner shall have sixty (60) days from receipt of such notice to remedy the breach or make arrangements satisfactory to Ontario for remedying the breach.

- 9.02** If within those sixty (60) days, the Owner has not remedied the breach or made arrangements satisfactory to Ontario for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which Ontario shall be the sole and final judge, notwithstanding any other right granted in this Agreement, Ontario may serve notice on the Owner that Ontario requires a reconveyance of the Lands to Ontario, following which the Owner and Ontario shall enter into an agreement of purchase and sale for the reconveyance of the Lands to Ontario, in accordance with the terms set out in Schedule "C" attached hereto

**SECTION 10
RIGHT OF ENTRY FOR INSPECTION**

- 10.01** Ontario hereby reserves the full free and uninterrupted right, liberty, privilege and easement in favour of itself, its agents, employees, servants, workers, contractors, officers and directors with or without vehicles to enter upon the Lands at all reasonable times and upon prior written notice and, if necessary to obtain access to the Lands, to enter upon other lands the Owner either owns or lands in respect of which the Owner has the benefit of easements, rights of way or licences, at all reasonable times and upon reasonable prior written notice for the purpose of inspecting and enforcing all of the restrictions set out herein. The Owner hereby grants permission to Ontario to enter any buildings or structures located on the Lands, other than residential dwelling units.

**SECTION 11
ENFORCEMENT OF RESTRICTIONS**

- 11.01** Notwithstanding the provisions of section 9, Ontario may, in addition to any other rights it may have at law or under this Agreement, seek injunctive relief where it is of the opinion that any breach of the Owner's obligations and covenants under this Agreement will not be remedied or rectified within the time period set out in the notice of breach or where it is of the opinion that an immediate remedy is required in order to prevent damage to the Lands.
- 11.02** Notwithstanding the provisions of section 9, Ontario may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Agreement and to restore the Lands to the condition that existed prior to the violation.
- 11.03** Nothing in this Agreement shall entitle Ontario to bring any action or proceeding against the Owner for any change or damage to the Lands resulting from causes outside the Owner's control, including, without limiting the generality of the foregoing, change or damage caused by fire, flood, storm, earth movement or from any prudent action taken by the Owner to prevent, abate or mitigate injury to the Lands resulting from such causes.

**SECTION 12
BENEFIT AND BURDEN OF COVENANTS**

- 12.01** The covenants made in section 6 and section 7 of this Agreement are made by the Owner on behalf of and shall be binding on:
- a) itself;
 - b) its tenants and licensees of the Lands and each and every part thereof from time to time;
 - c) its successors-in-title to the Lands and each and every part thereof; and
 - d) the respective tenants and licensees of its successors-in-title to the Lands and each and every part thereof.
- 12.02** The covenants made in section 6 and section 7 of this Agreement respectively are intended as and shall be restrictive covenants running with and binding on the Lands and every part thereof from time to time.

**SECTION 13
VALIDITY**

- 13.01** The Owner hereby acknowledges the provisions of Subsection 3(4) of the Act which provide that the covenants and easements herein contained are valid regardless of whether or not the Owner or its assignee owns appurtenant land or land capable of being accommodated or benefited by the easement and regardless of whether the covenants or easements are positive or negative in nature.

**SECTION 14
TERM**

- 14.01** This Agreement shall remain in full force and effect until it is revoked and cancelled by the Minister.

**SECTION 15
AMENDMENT AND RELEASE**

- 15.01** The Town acknowledges the provisions of Subsections 3(4.2), 3(4.3) and 3(4.4) of the Act which prohibit the Owner of the Lands from, inter alia, amending, which shall include waiving, modifying or cancelling any or all of the restrictive covenants and easement contained in this Agreement or their application to the Lands or any part thereof without first obtaining the written approval of the Minister, which approval may be unreasonably withheld, and which also obliges the Owner to give notice to the Minister prior to commencing any proceeding to amend, waive, modify, cancel or release this Agreement, in whole or in part.

**SECTION 16
NO MERGER OF REGISTERED EASEMENT**

- 16.01** The Owner hereby acknowledges the provisions of Subsection 3(6.1) of the Act which provide that where an easement is registered on title against the Lands in the registry office applicable to the Lands and runs with the Lands, then if the Conservation Body that is a party to the easement becomes the Owner of the Lands, the easement is suspended but does not merge and if the Conservation Body afterwards conveys the Lands, the easement becomes effective again. Notwithstanding the foregoing provision, the Owner acknowledges and agrees that all of the other terms and conditions of this Agreement, including specifically the covenants and restrictions contained herein are nonetheless binding on it and on the Lands for the term of this Agreement.

**SECTION 17
NOTICE**

- 17.01** Any notice, direction or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, email, courier or facsimile and addressed:

to Ontario at:

c/o Ontario Infrastructure and Lands Corporation
Sales and Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: Vice President, Sales and Acquisitions
Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real Estate and Leasing)
777 Bay Street,
Suite 900
Toronto, ON M5G 2C8
Facsimile: 416-326-2854

to the Town at:

The Corporation of the Town of Oakville
1225 Trafalgar Rd,
Oakville, ON L6H 0H3
Attn: Legal Department

Any notice is deemed to be delivered and received (i) if sent by personal delivery or email, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day, (iii) if sent by overnight courier, on the next Business Day, or (iv) if transmitted by facsimile, on the Business Day following the date of confirmation of transmission by the originating facsimile. Any party may change its address for service from time to time by providing a notice in accordance with the foregoing. Any subsequent notice must be sent to the party at its changed address.

SECTION 18 SCHEDULES

- 18.01** The following schedules are attached hereto and form part of this Agreement: (a) Schedule "A" being a legal description of the CA Lands; (b) Schedule "B" being the list of additional Permitted Uses and; (c) Schedule "C" being the terms of reconveyance in accordance with section 9; (d) Schedule "D" being a site map identifying archeological sites; and (e) Schedule "E" being a site map depicting the Lands.

SECTION 19 GENERAL


- 19.01** The failure of Ontario at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by Ontario of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.
- 19.02** Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Minister, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.
- 19.03** The Owner hereby agrees to procure and provide Ontario with any postponement agreements which Ontario considers necessary to ensure that this Agreement shall have a priority over any other interest in the Lands.
- 19.04** Ontario agrees to allow the Owner to publicize the existence of this Agreement in whatever manner the Owner deems appropriate.
- 19.05** This Agreement may be registered on title to the Lands and the Owner hereby consents to such registration of this Agreement. In the event that the Owner shall, prior to the expiration of this Agreement, sell, convey or otherwise transfer the Lands, it shall, as the case may be, cause the transferee to enter in to a written agreement with Ontario pursuant to which the transferee assumes all of the transferor's obligations under this Agreement, including, without limitation, those in section 7 hereof.
- 19.06** The Owner covenants and agrees to pay all costs associated with the registration of this Agreement as well as other costs incurred by the Vendor as a result of the registration of any documents pertaining thereto.
- 19.07** The headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. This Agreement shall be construed with all changes in number and gender as may be required by the context. References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
- 19.08** Except as may be permitted by this Agreement and as required under the Act, no amendment, supplement, waiver or consent provided for by the provisions of this Agreement shall be effective unless it is in writing and signed by the parties hereto.
- 19.09** Ontario and the Town agree that all covenants, easements and restrictions in this Agreement shall be severable, and that should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate thereby.

- 19.10** This Agreement may not be assigned by the Owner without the prior written consent of the Minister, which may not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned by the Owner to any other Conservation Body without the prior written consent of the Minister.
- 19.11** This Agreement contains and embodies the entire agreement of the parties with regard to the matters of conservation, protection, maintenance and preservation of the Lands in accordance with the provisions of the Act, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.
- 19.12** This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.
- 19.13** This Agreement may be executed and delivered in counterparts and each of which when taken together will be deemed to constitute one and the same document.
- 19.14** The covenants, easements and restrictions set out in this Agreement shall run with the Lands and shall enure to the benefit of and be binding upon Ontario and upon the Owner and their respective successors and permitted assigns as the case may be.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE as represented by ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

By: 
Name: Adam Carr
Title: Vice President, Sales, Easements & Acquisitions

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF OAKVILLE

By: _____
Name: Ray Green
Title: Chief Administrative Officer

I have the authority to bind the Corporation

By: _____
Name: Vicki Tytaneck
Title: Town Clerk

I have authority to bind the Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested to by their proper signing officers in that behalf.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE as represented by ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

By: _____
Name: Adam Carr
Title: Vice President, Sales, Easements & Acquisitions

I have the authority to bind the Corporation

THE CORPORATION OF THE TOWN OF OAKVILLE

By: _____
Name: Ray Green
Title: Chief Administrative Officer

I have the authority to bind the Corporation

By: _____
Name: Vicki Tytaneck
Title: Town Clerk

I have authority to bind the Corporation.

SCHEDULE "A" Legal Description of the Lands

PIN 25069-0098 (LT), being Part of Lot 30, Concession 2 Trafalgar South of Dundas Street, designated as Parts 1 and 2 on Plan 20R-12769 and Parts 1 and 2 on Plan 20R-10153; together with Instrument No. 520140; subject to Instrument No. 74286; Town of Oakville, (Geographic Township of Trafalgar), Regional Municipality of Halton;

PIN 25069-0099 (LT), being Part of Lot 30, Concession 2 Trafalgar South of Dundas Street, designated as Part 2 on Plan 20R-6034; together with Instrument No. 520140; Town of Oakville (Geographic Township of Trafalgar), Regional Municipality of Halton;

PIN 25069-0016 (LT), being Part of Lot 27, Concession 2 Trafalgar South of Dundas Street, designated as Parts 1, 2, 3 and 4 on Plan 20R-10070; except Part 1 on Plan 20R-10159 and 20M-553; Town of Oakville (Geographic Township of Trafalgar), Regional Municipality of Halton;

PIN 25069-0017 (LT), being Part of Lot 27, Concession 2 Trafalgar, South of Dundas Street, as in Instrument No. 407897; except Part 2 on Plan 20R-1945, lying North-East of Part 1 on Plan 20R-9097 and Instrument No. 717956; Town of Oakville (Geographic Township of Trafalgar), Regional Municipality of Halton;

Part of PIN 25069-0112 (LT), being Part of Lot 26, Concession 2 Trafalgar South of Dundas Street, as in Instrument No. 782175 and 404067, except Part 1 on Plan 20R-10605, Part 7 on Plan 20R-6095 and Part 1 on Plan 20R-14171; Part of Lot 27, Concession 2 Trafalgar South of Dundas Street, designated as Part 2 on Plan 20R-2064, except Plan 305, Plan 861, Part 1 on Plan 20R-4965, Part 1 on 20R-7333, Parts 1, 2, 3 and 4 on Plan 20R-10070 and Parts 1 and 2 on Plan 20R-10158; Part of Lots 27 and 28, Concession 2 Trafalgar South of Dundas Street, designated as Part 2 on Plan 20R-1945, except Part 2 on Plan 20R-12767; Part of Lots 27 and 28, Concession 2 Trafalgar South of Dundas Street, designated as Part 1 on Plan 20R-1975, except Part 2 on Plan 20R-4965, Part 1 on 20R-9097, Part 10 on Plan 20R-10153 and Part 3 on Plan 20R-10070; Part of Lot 28, Concession 2 Trafalgar South of Dundas Street, as in Instrument No. 402944, except Part 2 on Plan 20R-12767 and Part 11 on Plan 20R-6034; Part of Lot 28, Concession 2 Trafalgar South of Dundas Street, described as Part 2 on Plan 20R-14063; Part of Lot 29, Concession 2 Trafalgar South of Dundas Street, as in Instrument No. 406203 and 408947, except Parts 1 and 2 on Plan 20R-9076, Part 11 on Plan 20R-6034 and Part 1 on Plan 20R-12767; Part of Lot 30, Concession 2 Trafalgar South of Dundas Street, designated as Part 1 on Plan 20R-3487; Part of Lot 29, Concession 2 Trafalgar South of Dundas Street, designated as Part 1 on Plan 20R-1199, except Part 11 on Plan 20R-6034; save and except Part 1 on Plan 20R-20678; save and except Parts 8-10 on Plan 20R-6034; subject to Debts, if any, in Instrument No. 404067; subject to Instrument No. 495238E and 706861; subject to Easement over Part 24 on Plan 20R-13352 as in Instrument No. HR188409; Town of Oakville (Geographic Township of Trafalgar), Regional Municipality of Halton; and

PIN 25069-0113 (LT), being Part of Lot 28, Concession 2 Trafalgar South of Dundas Street, designated as Parts 7 and 8 on Plan 20R-10153, except Parts 1 and 2 on Plan 20R-14063; together with Instrument No. HR105496 and HR109018; Town of Oakville (Geographic Township of Trafalgar), Regional Municipality of Halton.

SCHEDULE "B" Additional Permitted Uses

Current uses of those specific portions of the Lands which are currently used as a baseball facility and public trails, so long as these specific portions are used for no other purposes.

SCHEDULE "C"**Terms of Reconveyance**

Ontario and the Owner shall enter into an agreement of purchase and sale for the reconveyance of the Lands, which shall be satisfactory to both parties, each acting reasonably, and contain standard terms and conditions for Ontario real estate transactions, having regard to the nature of the Lands as vacant conservation lands and shall include the following terms:

- Consideration shall be nominal.
- The closing date shall be no earlier than thirty (30) days following the date upon which the notice was given pursuant to section 9 of this Agreement and no earlier than fifteen (15) days following the date of execution of the agreement of purchase and sale.
- Ontario shall have until the closing date to examine title and conduct any other due diligence investigations it requires, in its sole and absolute discretion (subject to satisfactory arrangements being in place with the Owner in connection with Ontario's access to the Lands). In the event that Ontario is not satisfied with the results of such examinations and investigations, for any reason, Ontario may, in its sole and absolute discretion, terminate the agreement of purchase and sale and elect to not proceed with the reconveyance.
- Any reconveyance will be subject to all necessary approvals required by both Ontario and the Owner
- Title shall be free and clear of all encumbrances, except for notice of this Conservation Covenant Agreement and any registrations on title as of the time of registration of the Transfer to the Owner.
- Vacant possession shall be provided on closing.
- Each party shall be responsible for its own costs.

Schedule "D" Archeological Sites Map



- Legend**
- Study Area
 - Archaeological Location: Steps of Positive Test Pits
 - Stage 2 Test Unit (1m)
 - Road Reference Landmark
 - Stage 1-2 Methods and Results
 - Photo Location
 - Arrested - Test Pit at 5m Interval
 - Unsettled - Retains Archaeological Potential
 - Disturbed - Retains Archaeological Potential
 - Disturbed - Not Subject to Stage 2 Survey - Retains Archaeological Potential
 - Low and Wet - Low to No Archaeological Potential
 - Steeply Sloped - Low to No Archaeological Potential
 - Nonsoil Woods as Defined in O Reg. 248/14 (Crown Hogweed and/or Milk Parsnip)
 - Watercourse



Notes

1. See Appendix 1 for details on the methods used.
2. See Appendix 2 for details on the methods used.
3. See Appendix 3 for details on the methods used.
4. See Appendix 4 for details on the methods used.
5. See Appendix 5 for details on the methods used.
6. See Appendix 6 for details on the methods used.
7. See Appendix 7 for details on the methods used.
8. See Appendix 8 for details on the methods used.
9. See Appendix 9 for details on the methods used.
10. See Appendix 10 for details on the methods used.



Project Location: City of Oakville
 Prepared by: ABC on 2017-10-19
 Approved by: ABC on 2017-10-19
 Prepared for: City of Oakville

Project/Topic: INFRASTRUCTURE ONTARIO
 DEEPFELD LANDS
 STAGE 1-2 ARCHAEOLOGICAL ASSESSMENT

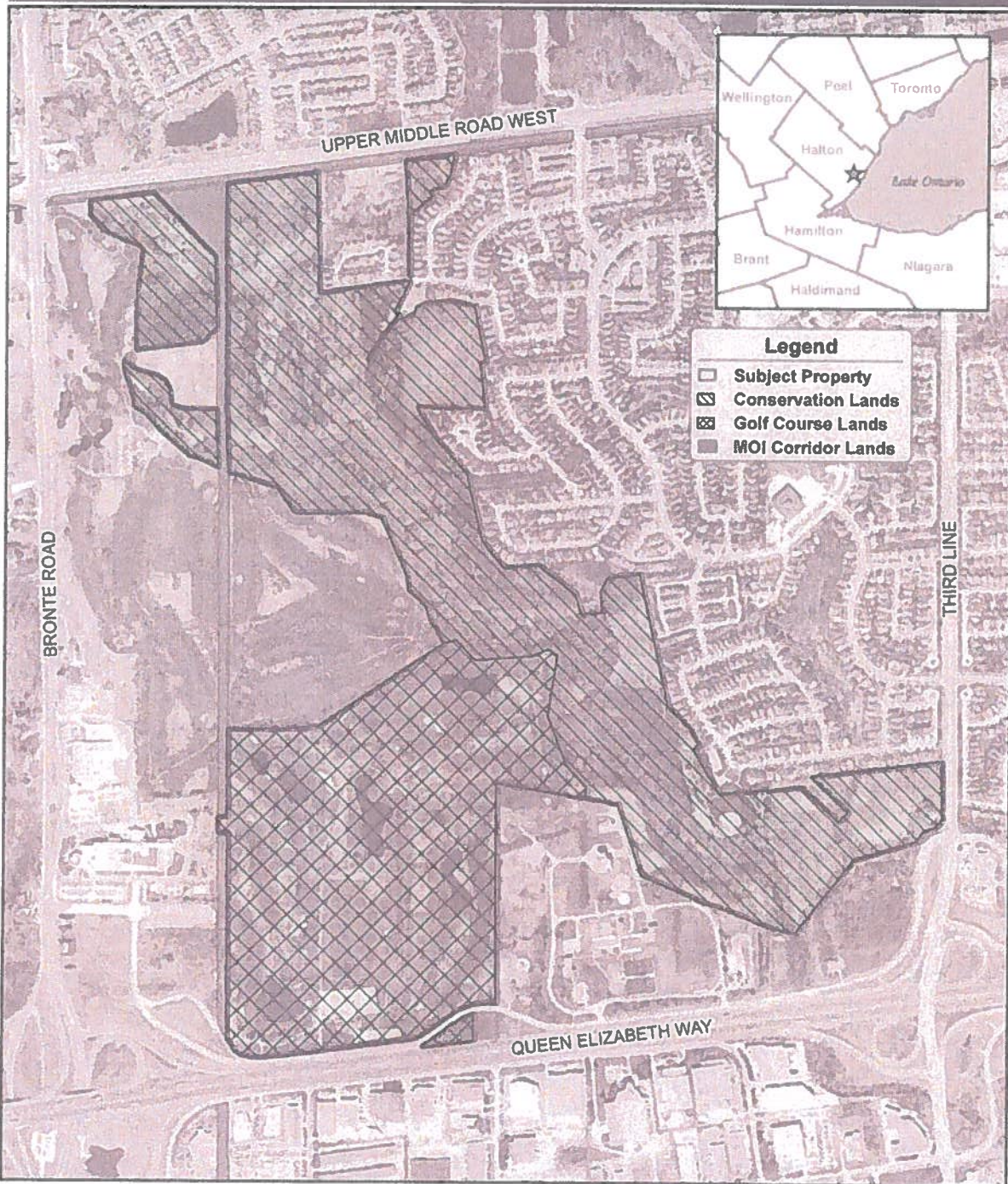
DRAFT

Detail of Archaeological Sites



This document is the property of Stantec. It is intended for the use of the client only. It is not to be distributed, copied, or otherwise used without the written consent of Stantec. All rights reserved.

Schedule "E" Site Map of Lands



P65584_Oakville_D66549_Covenant Map.mxd
April 30, 2018 © Queen's Printer for Ontario 2018
For illustrative purposes only
*Areas and Limits to be confirmed by survey

