



Ministry of
Natural
Resources

BEACH MANAGEMENT AGREEMENT

NO. 5

THIS AGREEMENT made the fourteenth day of March, two thousand and twelve under Section 44 of the Public Lands Act,

BETWEEN:

THE MINISTER OF NATURAL RESOURCES
for the Province of Ontario,
hereinafter referred to as the
"Minister",

OF THE FIRST PART;

-and-

THE CORPORATION OF THE COUNTY OF
PRINCE EDWARD, hereinafter referred
to as the "Corporation",

OF THE SECOND PART

WHEREAS under Section 44 of the Public Lands Act the Minister and a municipality may enter into an agreement respecting the control and management by the municipality of any public lands composed of beaches or lands covered with water;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of ONE THOUSAND DOLLARS (\$1,000.00) now paid by the Corporation to the Minister, the receipt whereof is hereby acknowledged, and the mutual agreements and undertakings herein, the parties hereto covenant and agree with each other as follows;

1. The public lands described in the Schedule attached hereto and hereinafter referred to as the "control area" are placed under the control and management of the Corporation for a period of twenty-five years from the first day of January, 2009.
2. Before commencing any development of the control area, the corporation shall submit plans and specifications of the proposed development to the local District Manager of the Ministry of Natural Resources hereinafter referred to

- as the "District Manager", and shall not proceed with the development until the plans and specifications have been approved in writing by the District Manager, who may approve them as submitted or with such alterations therein as he deems advisable.
3. The Corporation shall enact such by-laws as are necessary to enable it to comply with the proposed uses and developments set forth in the plans and specifications referred to in paragraph 2.
 4. The Corporation shall be responsible for all costs of any survey work deemed necessary by the Minister to establish the external boundaries of the control area and, within the control area, any boundary lines between public lands and privately-held lands.
 5.
 - (i) The Corporation covenants that forthwith upon the execution of the agreement, it will enter into negotiations with the existing holders (if any) of leases, licences of occupation, or land use permits issued by the Crown in the control area, to continue in occupation and/or use under terms and conditions and at rents agreed upon and evidenced by leases to be issued by the Corporation, but no such lease shall be issued by the Corporation for a term in excess of the then unexpired term of this agreement.
 - (ii) A copy of every lease to be issued by the Corporation pursuant to clause 5(1) shall be filed with the District Manager and thereupon the District Manager will arrange for cancellation of the leases, licences of occupation, or land use permits issued by the Crown and send a copy of the notice of cancellation to the Corporation.
 6. Apart from the leases that may be issued by the Corporation under clause 5(1), the Corporation may grant leases permitting occupation of any other part or parts of the control area to such person or persons and for such term or terms which the Corporation sees fit, provided only that no such lease shall be for a term that exceeds the then unexpired term of this agreement.
 7. The Minister or any authorized officer of the Ministry of Natural Resources may enter and inspect the control area and buildings or structures thereon at any time.
 8. The Corporation shall file with the Minister on or before the 31st day of March in each year an annual report of its progress, including an itemized list of all receipts and expenditures in such form and with such auditor's certificates and other information as the Minister may require.

9. (i) Subject to subparagraph (ii) of this paragraph the Corporation agrees to pay to the Minister of Finance on or before the 31st day of March in each year a sum equal to ten per cent (10%) of the gross revenue shown in the statement referred to in paragraph 8.
- (ii) The Corporation agrees that the percentage of the gross revenue payable by the Corporation to the Minister of Finance under subparagraph (i) of this paragraph shall be subject to review and adjustment in each year during the term of this agreement.
10. The Minister shall be under no liability whatsoever to any person, firm or corporation for any damages or injury, including death, of any person or persons caused by or resulting from the control and management of the control area by the Corporation, its servants or agents, and the Corporation will indemnify and save harmless the Minister, his servants or agents, from and against all claims of any nature whatsoever and from whatever source arising, for damages to property or injury to or death of any person or persons arising from, caused by or resulting from the control and management of the control area by the Corporation, its servants or agents.
11. The Corporation shall, at it's sole cost and expense, take out and maintain in full force and effect, at all times throughout the term of this agreement, general liability and property damage insurance, including personal liability, contractual liability, tenants legal liability, non-owned automobile liability and owners and contractors protective insurance coverage with respect to the control area, written on a comprehensive basis with inclusive limits of at least \$5,000,000.00 for each occurrence, or such higher limit as the Minister, acting reasonably, may require from time to time.

PROVIDED that,

- a) Upon the expiration or sooner determination of this agreement, the Corporation shall remove from the premises any building, structure or thing thereon where the Minister or a person authorized by him, within thirty days after the expiry or sooner determination of the agreement, requests the Corporation in writing to remove any such building, structure or thing;
- b) In the event that a request is made pursuant to paragraph (a), the Corporation shall, within twelve months from the expiry or sooner determination of the agreement, remove at the expense of the Corporation the building or buildings, structure or structures, or thing or things which the Minister or the person authorized by him has requested be removed from the premises and the Corporation shall leave the premises in a safe and clean condition

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satisfactory to the Minister or the person authorized by him and;

- c) In the event that the Corporation neglects or refuses to comply with the request referred to in paragraph (a), the Minister or a person authorized by him may remove any or all buildings, structures or things from the premises and restore the premises to a safe and clean condition and the cost thereby incurred by the Minister or a person authorized by him shall be a debt to the Minister and may be recovered from the Corporation at the suit of the Minister in any court of competent jurisdiction.

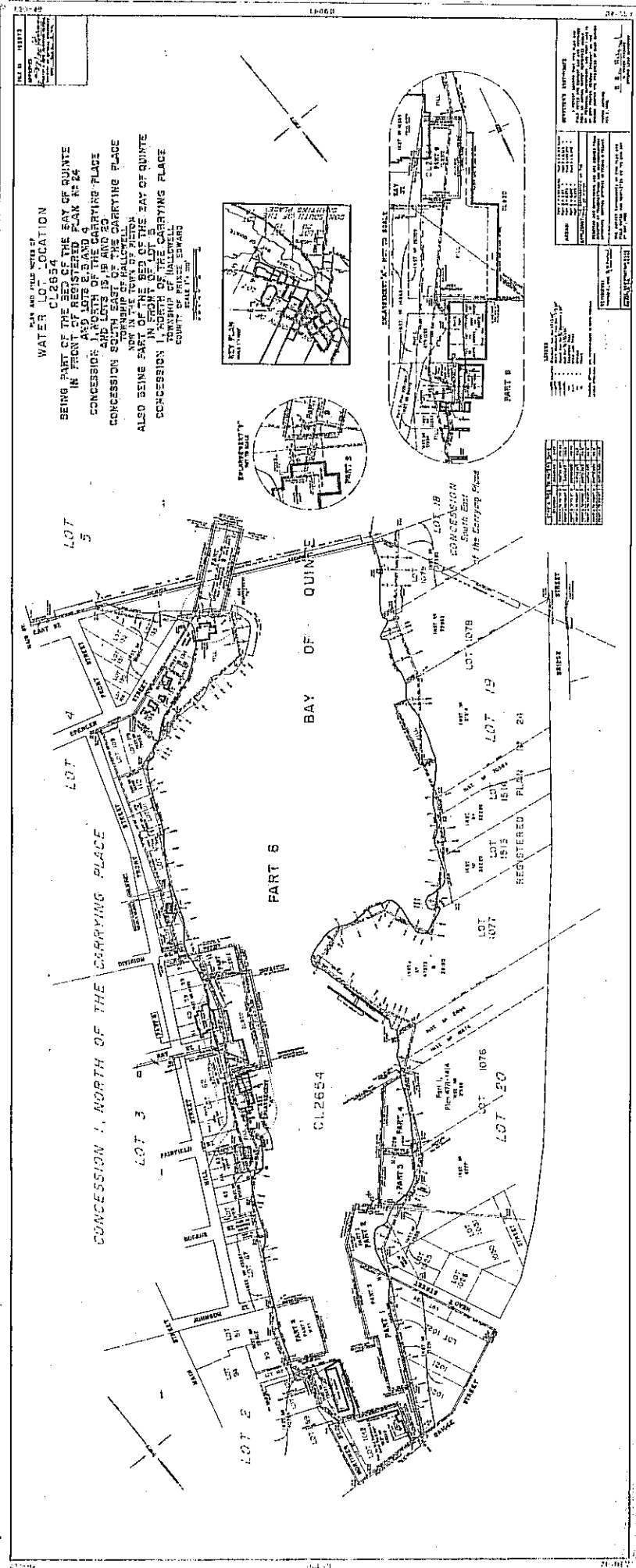
12. (i) If the Corporation is in breach of any condition, agreement, affirmative covenant, negative covenant or any other obligation contained herein, the Minister shall give written notice of the breach and shall specify a reasonable time within which the breach must be remedied, taking into account the nature of the breach and the consequences thereof.

(ii) If the Corporation fails to remedy the breach within the time specified in the notice:

- (a) The Corporation may be subject to prosecution pursuant to Section 69.1 of the Public Lands Act; and/or
- (b) The Minister shall have the right but not the obligation to remedy the breach and take steps to rectify or mitigate the consequences of the breach and recover its reasonable expenses in relation thereto from the Corporation as additional fees; and/or
- (c) The Minister may exercise a right of re-entry and may terminate this agreement.

SCHEDULE

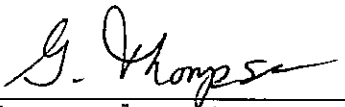
All that parcel or tract of land,
Being part of the bed of the Bay of Quinte of Lake Ontario,
In front of Registered Plan No. 24,
And in front of Lots 2, 3, 4 and 5,
Concession 1, North of The Carrying Place,
And in front of Lots 18, 19 and 20,
Concession South East of The Carrying Place,
Geographic Township of Hallowell,
City of Prince Edward County,
Containing 19.23 hectares, more or less,
Designated as Parts 1 to 9, both inclusive, on a Plan and Field
Notes of Water Lot Location CL 2654, on record in the Ministry of
Natural Resources at Peterborough, a copy of which plan and field
notes is attached to and forms part of this agreement.

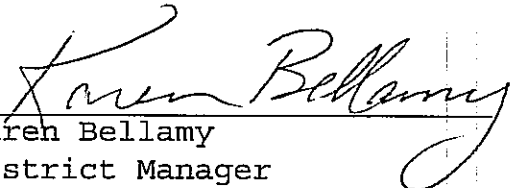


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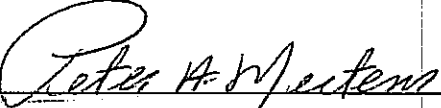
IN WITNESS WHEREOF the Minister has executed this agreement under the hand of an officer duly authorized in that behalf and the seal of the Ministry of Natural Resources, and the Corporation has hereunto set its seal attested by its officers duly authorized in that behalf by By-Law No. 3043-2012 dated the tenth day of April, 2012.

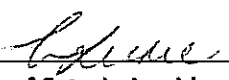
SIGNED, SEALED and DELIVERED
in the presence of


Witnessed as to execution
by District Manager


Karen Bellamy
District Manager
Peterborough District
for and on behalf of the
Minister of
Natural Resources

THE CORPORATION OF THE COUNTY OF
PRINCE EDWARD

By: 
Peter A. Mertens, Mayor

And by: 
Victoria Leskie, Clerk

Beach Management Agreement No. 5

Main Office File No. 193973

Beach Management Agreement Mailed to:

The Corporation of the County of Prince Edward
332 Main Street
Picton, Ontario
K0K 2T0

Attention: Kim White, Deputy Clerk