

This Conservation Easement made this ___ day of _____, 2021.

BETWEEN:

THE CITY OF FREDERICTON, a municipal corporation by virtue of the *Local Governance Act*, S.N.B. 2017, C. 18, having its head office at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “**Grantor**”)

OF THE FIRST PART

-and-

THE NASHWAAK WATERSHED ASSOCIATION INC., a body incorporated under the laws of the Province of New Brunswick, having its head office at 181 Westmorland St., Fredericton, New Brunswick, E3B 3L6 (hereinafter called the “**Grantee**”)

OF THE SECOND PART

(hereinafter referred to jointly as “the **Parties**”)

1. Preamble

1.1. WHEREAS the Grantor is the sole owner of lands located in the County of York, Province of New Brunswick, Canada, which the Grantor received by Deed dated August 11, 2009 recorded York County Registry Office as Instrument 27580977 and identified as apparent PID 75457440 and legally described in Schedule A (“the Parent Property”);

1.2. AND WHEREAS the Grantor’s intent with respect to the Easement Property shown on Schedule B (the “Easement Property”) is as follows:

- a) to restore the natural silver maple floodplain forest ecosystem of the Easement Property for flood mitigation, preserving wildlife habitat, and protecting and enhancing other environmental features of the land; and
- b) to stabilize the bank of the Easement Property to prevent future soil erosion;

1.3. AND WHEREAS the Parent Property is zoned as ‘Environment & Open Space’ and is considered environmentally significant due to its ecological and conservation value and location within a flood-prone area;

1.4. WHEREAS the Grantee is a non-profit corporation incorporated under the *Companies Act*, RSNB 1973 c. C-17 of the Province of New Brunswick (the “*Companies Act*”) with the mission to promote,

conserve, and restore the Nashwaak River watershed ecosystem by using science-based methods, community collaboration, and advocacy for the watershed and its inhabitants;

1.5. AND WHEREAS the Grantee, in cooperation with the City of Fredericton, has been working in recent years to restore the Easement Property to its natural state through tree planting and bank stabilization projects, and has demonstrated the ability to manage the property in a manner consistent with the Grantor's intent and objectives for the Easement and Parent properties;

1.6. AND WHEREAS the Conservation Easement supports the City of Fredericton's Environmental Leadership Program and advances the City's efforts to appropriately manage environmentally and ecologically important municipal lands;

1.7. AND WHEREAS the Grantor agrees to grant the Conservation Easement pertaining to the Easement Property to the Grantee subject to the terms and conditions in this Conservation Agreement;

1.8. AND WHEREAS this Conservation Easement is formed pursuant to the New Brunswick *Conservation Easements Act*, RSNB 2011, c. 130 (the "Act"); and

1.9. In CONSIDERATION of the sum of one dollar (\$1.00) of lawful money of Canada, now paid by the Grantee to the Grantor, the receipt and sufficiency of which is acknowledged, the Parties agree to enter into this Conservation Easement.

2. Grant of a Conservation Easement

2.1. The Grantor grants a Conservation Easement to the Grantee on, over, and across the Easement Property in accordance with the *Act*, subject to the terms and conditions of imposed by this Conservation Agreement.

2.2. The Parties agree that this Conservation Agreement relates to the Easement Property as shown in Schedule B, being a portion of the Parent Property described in Schedule A.

2.3. The Parties agree that the Conservation Easement shall run with and bind the title of the Parent Property from the date of the registration of this Conservation Agreement in perpetuity subject to the Nashwaak Watershed Association remaining in compliance with the terms and conditions of this Conservation Easement, solvent, and maintaining legal existence and authority under the *Companies Act* and able to hold the Conservation Easement and perform the obligations hereunder.

2.4. The Parties agree that the Nashwaak Watershed Association shall not transfer, assign, or sublet this Conservation Agreement to any other party.

2.5. This Conservation Easement shall bind all Parties to this Conservation Agreement, their respective heirs, executors, administrators, successors, and any person who becomes the owner or occupier of the Parent Property after the Conservation Easement is registered.

2.6. The Parties agree to abide by the Conservation Easement, covenants and "Agreed Uses" (as such term is hereinafter defined) on the terms and conditions set out in this Conservation Agreement.

3. Definitions

3.1. In this document,

“Agreed Uses”, as found in section 6, means the permitted, restricted or prohibited practices on the Easement Property;

“Baseline Documentation Report”, as found in Appendix A, means the report that describes the state of the Parent Property at the time this Conservation Agreement is registered and documents the values, features, and current uses of the Parent Property as they relate to the conservation purposes and Agreed Uses;

“Conservation Agreement” means this Conservation Easement and the schedules attached which form part of this Conservation Agreement, as of the date of this Conservation Agreement and as amended from time to time;

“Conservation Easement” means the easement, Agreed Uses and covenants contained within the terms of this Conservation Agreement, and made pursuant to the Province of New Brunswick’s *Conservation Easement Act*, RSNB 2011, c. 130;

“Easement Property”, as described in Schedule B and further depicted in Schedule C, means the portion of the Parent Property subject to this agreement and Conservation Easement. For clarity, the area shown in purple on Schedule B (being an area 10 m wide on either side of the existing municipal service line shown in blue on the diagram as well as the island property in the Nashwaak River) are excluded from the Easement Property and reserved by the City of Fredericton.

“Eligible Body” means an entity eligible to hold a conservation easement pursuant to the *Conservation Easements Act*;

“Marysville Flats Forest Restoration Plan”, as found in Appendix B, means the management plan prepared by the Nashwaak Watershed Association for the restoration of the Easement Property; and

“Parent Property”, as described in Schedule A means apparent PID 75457440 owned by the Grantor and situated in the City of Fredericton, Province of New Brunswick, such property containing a segment of the City’s active transportation trail network.

4. General Representations and Warranties

4.1. The Grantee represents and warrants that it is a registered society in good standing under the *Companies Act*, an “Eligible Body” as such term is defined in the *Conservation Easements Act*, and that it has the authority to enter into this Conservation Agreement. The Grantee further represents that it has the resources to fulfill the purposes and objectives of this Conservation Easement.

4.2. The Grantor represents that the Grantor is the owner of the Parent Property, with good title to the Property.

5. Purpose of the Conservation Easement

5.1. The Parties covenant and agree to the following:

- a) The general purposes of this Conservation Easement, consistent with the Grantor's intent, are:
 - i. to protect, enhance and restore the natural ecosystems and wildlife habitat of the Easement and Parent Property(ies), and
 - ii. to conserve the soil, air and water quality of the Easement and Parent Property(ies).
- b) This Conservation Agreement aims to ensure the conservation, maintenance, restoration and enhancement of the floodplain forest, backwater swales, and riverbank for flood mitigation and to prevent future riverbank erosion on the Parent and Easement Properties, and further downstream along the Nashwaak River.
- c) This Conservation Agreement will govern the use and management of the Easement Property to avoid destruction of natural features, alteration of natural processes, or prevent their restoration or enhancement.
- d) The Parties recognize that there is public interest and benefit in the conservation, maintenance, restoration and enhancement of the natural values and features of the Easement Property and the biodiversity thereon, as floodplain forests are critically important ecosystems that:
 - i. mitigate flood damage and prevent erosion by absorbing large amounts of water and slowing both the speed and height of floodwaters;
 - ii. moderate the temperature of the Nashwaak River by providing shade;
 - iii. decrease nutrient loads in the Nashwaak River by taking up excess nutrients as the trees grow; and
 - iv. support a high diversity of plant and animal species including habitat for the wood turtle, a species listed under the Federal *Species at Risk Act* as threatened.
- e) This Conservation Agreement is to be interpreted and performed to give effect to these purposes.

5.2. The Marysville Flats Forest Restoration Plan is meant to further fulfill the purposes of this Conservation Easement.

6. Agreed and Prohibited Uses of the Easement Property

6.1. The Parties agree that the following Prohibited and Agreed Uses shall, as appropriate, be deemed to be easements, restrictions, and covenants, governed by the *Conservation Easements Act*.

Prohibited Uses

6.2. Any activity or use of the Easement Property inconsistent with the purpose of this Agreement is prohibited on the Easement Property.

6.3. For clarity, the following activities and uses are expressly prohibited on the Easement Property except insofar as permitted in section 6.4:

- a) construction or placement of permanent structures, with the exception of signage of or other required safety features (such as barriers to restrict vehicular access, etc.);
- b) development of additional roads or parking areas other than the existing crushed rock path/former farming road, upon which the Parties acknowledge and agree that there is an existing crushed rock path (formerly a farm road, shown in brown line on Schedule B) that shall remain operational to permit public access to the Easement Property, the Parent Property, the adjacent walking trail, as well as adjacent lands owned by the Grantor;
- c) intentional introduction of non-native species of plants or animals, including the permanent or temporary release of livestock;
- d) dumping of soil, rubbish, ashes, garbage, waste or other unsightly or offensive materials, other than for bank stabilization efforts;
- e) use or application of pesticides, insecticides, herbicides, chemicals or other toxic materials other than for purposes of ecological restoration;
- f) excavation, extraction, removal or exploration for loam, clay, sand, gravel, marl or other minerals or substances; and
- g) use or operation of motorized vehicles including snowmobiles and all-terrain vehicles, other than for purposes of ecological restoration or for the sake of the City of Fredericton's maintenance of the property.

Agreed Uses

6.4. The following uses on the Easement Property are permitted provided they are consistent with the purposes of this Conservation Agreement and they do not adversely affect the conservation values of the Easement Property:

- a) low-impact, non-motorized recreational activities including nature appreciation, walking/hiking, wildlife viewing, dog-walking, and fishing by the public;
- b) ecological restoration of the floodplain forest and backwater swales as outlined in the Marysville Flats Forest Restoration Plan;
- c) ecological restoration of the eroding riverbank using bioengineering bank stabilization techniques;
- d) maintenance of the existing municipal active transportation trail; and
- e) maintenance and access to municipal infrastructure, including the existing storm line running from the existing walking trail running through the Parent Property to the Nashwaak River over the portion of Parent Property excepted from this Conservation Easement and depicted on Schedule C.

7. Rights Conveyed by the Grantor to the Grantee

7.1. The Grantor expressly conveys to the Grantee the rights to:

- a) preserve and protect the conservation values of the Easement Property in accordance with this Conservation Agreement; and

- b) enter the Easement Property for restoration and planting, monitoring, and maintenance purposes in accordance with the Marysville Flats Forest Restoration Plan and in accordance with the purposes of this Conservation Agreement.

7.2. Entry may be made by the Grantee's directors, officers, employees, agents, servants, and contractors with vehicles, equipment, and materials as is reasonably necessary to fulfill the Grantee's obligations under this Conservation Agreement, provided, however, that the Grantee shall provide the City with reasonable notice of any significant work planned on the Conservation Easement, particularly where disruption to the trail system may occur. Further, the Grantee agrees that entry and work upon the Easement Property and/or the Parent Property (whether by the Grantee or its agents or invitees) shall be solely at the risk of the Grantee, and the Grantee agrees to indemnify and save harmless the Grantor from any and all loss or damage (whether to property or the person) occurring as a result of the Grantee's activities related to this Conservation Easement, except for loss or damage caused by the Grantor's fault or negligence or by those for whom it is in law responsible.

8. The Grantee's Responsibilities

8.1. The Grantee shall:

- a) register this Conservation Agreement on title to the Parent Property;
- b) within 30 days of registration, forward a copy of this Conservation Agreement to the Minister of Tourism, Heritage and Culture, and the Minister of Nature Resources and Energy Development;
- c) retain the Baseline Documentation Report on file at its offices, including all maps, photographs and records on the condition of the Easement Property at the time of the granting of this Conservation Agreement;
- c) carry out the requirements of the restoration plan and necessary monitoring, stewardship and enforcement on the Easement Property required to uphold the purposes of the Conservation Easement;
- d) permit members of the public to use the Easement Property to access the Nashwaak River and otherwise enjoy the environmental and ecological features of the Easement Property, provided that such access shall be by foot or non-motorized active transportation means (bike, etc.)
- e) communicate restoration plan progress with the Grantor by providing an annual report outlining annual activities and informing the Grantor of any damage to the Easement Property, any breach of this Conservation Agreement, or of any use inconsistent with this Conservation Agreement as soon as is reasonably possible, such reporting to include presentations to Fredericton City Council or Council Committees upon request with reasonable notice;
- f) acquire at its expense any necessary permits or approvals for work or activities required to fulfill the purposes and objectives of this Conservation Easement, including without limitation, Wetland and Waterway Alteration permits, and comply with any and all laws related to its use of the Easement Property pursuant to this Conservation Easement;
- g) be responsible for, at its risk and expense, carrying out the Marysville Flats Forest Restoration Plan;

- h) carry and maintain adequate comprehensive general liability coverage with the Grantor being additionally insured thereunder;
- i) provide the Grantor with proof of such insurance upon request; and
- j) indemnify and hold harmless the Grantor for any and all loss or damage (whether to property or the person) associated with the Grantee's activities or the Conservation Easement on the Parent Property, except for loss or damage caused by the Grantor's fault or negligence or by those for whom it is in law responsible.

9. Grantor's Responsibilities

9.1. The Grantor shall:

- a) respect this Conservation Agreement from the date it is signed and as amended from time to time;
- b) continue to care for and operate the Parent Property as would a careful and prudent owner; and
- c) advise the Grantee as soon as is reasonably possible, of any damage to the Easement Property or breach of this Conservation Agreement.

10. Costs

10.1. Each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Conservation Agreement or from any act in pursuance of this Conservation Agreement.

10.2. The Grantee shall be responsible for all costs associated with the implementation of this Conservation Agreement and carrying out the activities permitted by the Grantor under the terms of this agreement.

11. Baseline Documentation Report

11.1. The Parties confirm that they have each received and reviewed a copy of the Baseline Documentation Report.

11.2. The Parties agree that the Baseline Documentation Report accurately describes the present condition, current uses and features of the Property as at the date of this Conservation Agreement, despite the Baseline Documentation Report being dated prior to this Conservation Agreement being registered.

12. Waiver

12.1. No failure or delay to enforce the terms of this Conservation Agreement, or to require performance by any provision of this Conservation Agreement shall affect the right of the Parties to enforce such obligation.

12.2. No failure by the Parties to perform any of their rights or obligations under this Conservation Agreement shall be taken as a waiver of such performance or the performance of any other obligation in the future.

13. Amendment

13.1. This Conservation Agreement may be amended with a mutual written agreement between the Parties to this Conservation Agreement. Amendments will take effect upon the written amendment being registered in the land registration office.

13.2. The Grantor may refuse suggested amendments by the Grantee at its sole discretion.

14. Termination

14.1. If circumstances render the purposes of this Conservation Easement impossible to accomplish, the Conservation Agreement and Conservation Easement may be terminated by mutual written agreement of the Parties acting reasonably and in good faith.

14.2. If at any time it becomes impossible for the Grantee to ensure compliance with the covenants contained in this Conservation Easement or the Grantee shall cease to exist, cease to be solvent, or cease to be an Eligible Body, the Conservation Easement shall terminate.

15. Liability Limitations, Force Majeure, Indemnity

15.1. The Grantor shall not incur any responsibility or liability for the use of the Land by the Grantee or its guests, employees, officers, directors, servants, agents, invitees and contractors, unless such responsibility or liability arises out of the fault or negligence of the Grantor..

15.2. The Grantee shall indemnify and save harmless the Grantor from and against all claims, costs, damages or other proceedings of any kind by or on behalf of any person, firm or corporation arising out of the use of the Parent Property by the Grantee, or anyone for whom the Grantee is legally responsible , except for any claims, costs, damages or other proceedings arising out of the Grantor's fault or negligence or by those for whom it is in law responsible.

Grantor Not Liable after Transfer of the Parent Property

15.3. After the registration of a transfer of the Parent Property to a new owner, the Grantor or the previous owner shall not be liable to the Grantee for any breach of or default in the obligations owed under this Conservation Agreement committed after the registration of the transfer.

Emergency Situations and Forces of Nature

15.4. Neither Party shall be liable to the other for any damage to or change in the Easement Property resulting from causes beyond the control of such party including accidental fire, flood, storm, earth movement, insect plague or disease, including pandemic or other public health emergencies. Neither party shall be liable for any prudent action taken by either party under emergency conditions to prevent or abate significant injury to the Easement Property resulting from such causes.

15.5. Despite any other provision of this Conservation Agreement, the Grantor shall not be in breach of this Conservation Easement if they do or cause to be done any act in instances of actual or perceived emergency.

15.6. The Parties recognize that potential impacts from climate change and other phenomena such as floods, disease, insects, and fire, may dramatically alter the condition of the Easement Property; the Parties agree that this Conservation Easement will remain in force regardless of any alterations to the condition of the Easement Property, unless parties mutually agree in writing to terminate this Conservation Easement based on a material change to the condition of the Easement Property or Parent Property.

16. Dispute Resolution

Damage by third party

16.1. In the event of damage to the Easement Property caused by a third party which occurs without the knowledge, authorization or consent of the Parties, the Parties shall work together in good faith to find a mutually agreeable way to address the issue.

Default by Grantor or Grantee

16.2. In the event that either Party defaults in fulfilling their obligations under this Agreement, the Parties agree to work together in good faith to resolve the issue. If the default is not remedied or arrangements are not made to remedy the issue within 90 days from the day that both Parties are made aware of the default, the Parties may pursue mediation as outlined below.

16.3. The Parties agree that taking an action to the Court of Queen's Bench will be the last resort, to be pursued only after the Parties exhaust all other dispute resolution avenues outlined in this Agreement including working together in good faith to resolve the issue, mediation, and arbitration.

Mediation

16.4. If the Parties disagree over any provision of or application of this Conservation Agreement and the Parties have been unsuccessful at working together in good faith to resolve the disagreement, either party may refer the dispute to mediation by written request to the other party. Within 60 days of the receipt of such request, the Parties shall select a single trained and impartial mediator. Mediation shall then proceed according with the following guidelines:

- a) **Purpose.** The purpose of the mediation is to:
 - (i) promote discussion between the Parties;
 - (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and
 - (iii) assist the Parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the dispute.

The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions or restrictions of this Conservation Agreement.

- b) **Process.** The mediator may meet with the Parties and their counsel jointly or separately. The Parties agree that they will participate in the mediation process in good faith and expeditiously.

Representatives of both Parties with settlement authority will attend all mediation sessions as requested by the mediator.

- c) **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.
- d) **No Obligation to Continue Mediation.** Neither party shall be obliged to continue the mediation process beyond 60 days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.

Arbitration

16.5. In the event the Parties are unable to agree upon a mediator or otherwise fail to resolve their disagreement through mediation, either Party may request arbitration pursuant to the *New Brunswick Arbitration Act*, or other such arbitration procedure as to which the Parties may agree in writing, provided however that:

- a) any arbitration shall involve a single arbitrator;
- b) the arbitrator shall be bound by and follow the substantive law of New Brunswick as if the dispute were tried in a court of law; and
- c) all issues that may in any manner relate to the controversy or dispute shall be resolved in the arbitration.

17. Notices

17.1. The Grantor shall give notice to the Grantee of any change in the ownership of or interest in the Parent Property. The Grantor shall insert notice of this Conservation Agreement in any subsequent deed, lease, or other legal instrument by which it transfers either the ownership or other interest in the whole or any part of the Parent Property.

17.2. Any notice which includes requests and responses for approval or waiver, provided or given under this Conservation Agreement, shall be sufficiently given by either party as follows:

To the Grantee:
Nashwaak Watershed Association Inc.
c/o Executive Director
181 Westmorland St
Fredericton, NB E3B 3L6
Email:

To the Grantor:
City of Fredericton
c/o Manager of Real Estate
397 Queen Street
Fredericton, NB E3B 1B5
Email: real.estate@fredericton.ca

17.3. Any notice delivered by hand or forwarded by facsimile or other means of electronic communication shall be deemed to have been given on the next business day following the day of delivery

or forwarding as verified by fax confirmation receipt or email delivery receipt. Any notice sent by conventional mail shall be deemed to have been given on the seventh business day following the day of mailing as established by post mark.

17.4. Either party shall give notice to the other party of any change in the mailing address, email address, or fax number of that party. Thereafter the new mailing address, email address, or fax number shall be used for providing notice under this Conservation Agreement.

18. Miscellaneous Provisions

18.1. **Severability.** All provisions of this Conservation Agreement shall be severable. Should any provisions of this Conservation Agreement be declared invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

18.2. **Law and Form.** This Conservation Agreement shall be interpreted according to the laws of the Province of New Brunswick and the laws of Canada and any disputes shall be resolved exclusively in the courts of the Province of New Brunswick.

19. Entire Conservation Agreement.

19.1. This Conservation Agreement embodies the entire Conservation Agreement of the Parties regarding the matters dealt with in this Conservation Agreement. No understandings or agreements, verbal, collateral or otherwise, exist between the Parties except as expressly set out in this Conservation Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Conservation Easement.

SIGNED, SEALED and DELIVERED in the presence of:

CITY OF FREDERICTON

Per: Kate Rogers
Mayor

Per: Jennifer Lawson Murray
City Clerk

NASHWAAK WATERSHED ASSOCIATION INC.

Per:

Per:

Schedule "A" - Legal Description of the Parent Property

ALL that certain lot, piece or parcel of land situate, lying and being in the City of Fredericton, County of York and Province of New Brunswick, bounded and described as follows:

Beginning at a survey marker at the southeast corner of Parcel "C" as shown on a subdivision plan prepared by Trainor Surveys (1974) Ltd., signed by Douglas E. Morgan, N.B.L.S., C.L.S., dated April 5, 1995 and filed in the York County Registry Office as Plan 200575, said survey marker having New Brunswick Grid Coordinates Easting 293 045.007, Northing 741 637.032;

Thence southerly on a curve along the easterly property line of the Ronald D. Neill and Albert S. Neill property, having an arc distance of 214.843 metres and a radius of 420.000 metres to a point as shown on a plan filed in the York County Registry Office as Plan 8436 (Page 1 of 2);

Thence on an NB Grid Azimuth of 152° 37' 50", a distance of 5.509 metres to a point;

Thence on an NB Grid Azimuth of 226° 39' 00", a distance of 23.517 metres to a point;

Thence on an NB Grid Azimuth of 134° 51' 30", a distance of 27.827 metres to a point;

Thence on an NB Grid Azimuth of 43° 04' 00", to a point intersecting the abandoned CPR line;

Thence on an NB Grid Azimuth of 152° 53' 00", along the westerly limits of the abandoned CPR line to a point No. 452 as shown on a plan filed in the York County Registry Office as Plan 9442 (Page 4 of 4);

Thence continuing on an NB Grid Azimuth of 152° 53' 00" along the westerly limits of the abandoned CPR line a distance of 159.445 metres to a point;

Thence on an NB Grid Azimuth of 242° 53' 00", a distance of 4.572 metres to a point;

Thence on an NB Grid Azimuth of 152° 53' 00", a distance of 203.447 metres to a point;

Thence on a curve having an arc distance of 276.733 metres and a radius of 234.242 metres to a point;

Thence on an NB Grid Azimuth of 270° 33' 10", a distance of 22.082 metres to a point;

Thence on an NB Grid Azimuth of 199° 34' 00", a distance of 16.119 metres to a point;

Thence on an NB Grid Azimuth of 90° 33' 10", a distance of 13.800 metres to a point;

Thence on an NB Grid Azimuth of 222° 33' 10", a distance of 49.723 metres to a point;

Thence on a curve having an arc distance of 112.305 metres and a radius of 657.948 metres to a point;

Thence on an NB Grid Azimuth of 230° 03' 10", a distance of 14.174 metres to a point;

Thence on a curve having a radius of 888.428 along an arc to a point that intersects the property line dividing the Ronald D. Neill and Albert S. Neill Property (PID 01546167) and the James O'Neill Urquhart and Neil Urquhart Property (PID 01561844);

Thence northwesterly along the said property line to the bank or shore of the Nashwaak River;

Thence along the easterly course upstream of the bank or shore of the Nashwaak River to a point intersecting the southerly property line of Parcel "C" as shown on a subdivision Plan prepared by Trainor Surveys (1974) Ltd. and signed by Douglas E. Morgan, N.B.L.S., C.L.S., dated April 5, 1995 and filed in the York County Registry Office as Plan 200575;

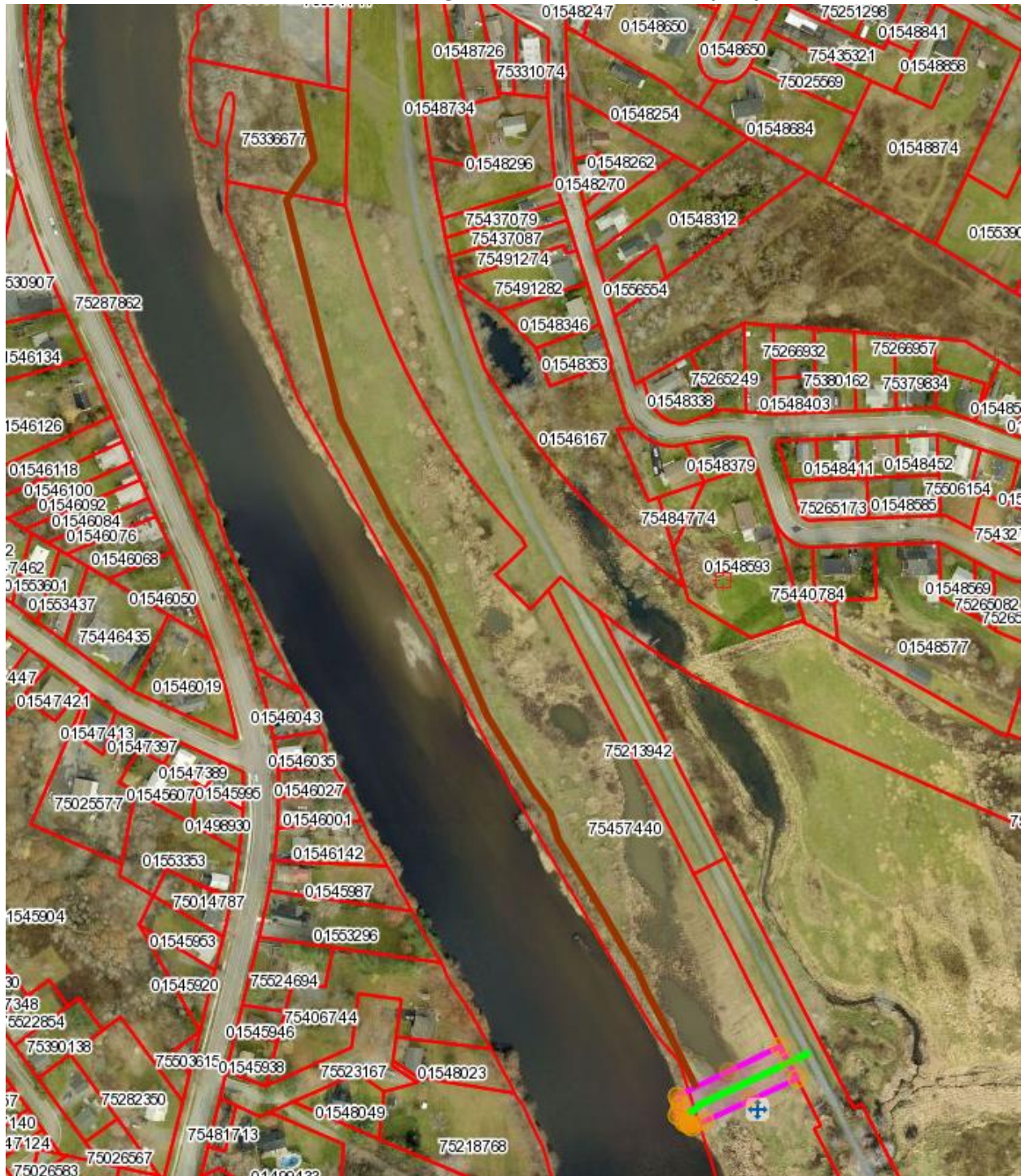
Thence in a easterly direction along the said property line on an NB Grid Azimuth of 101° 36' 16" a distance of approximately 33.3 metres to a survey marker, said point having NB Coordinates easting 292 998.551, northing 741 646.571;

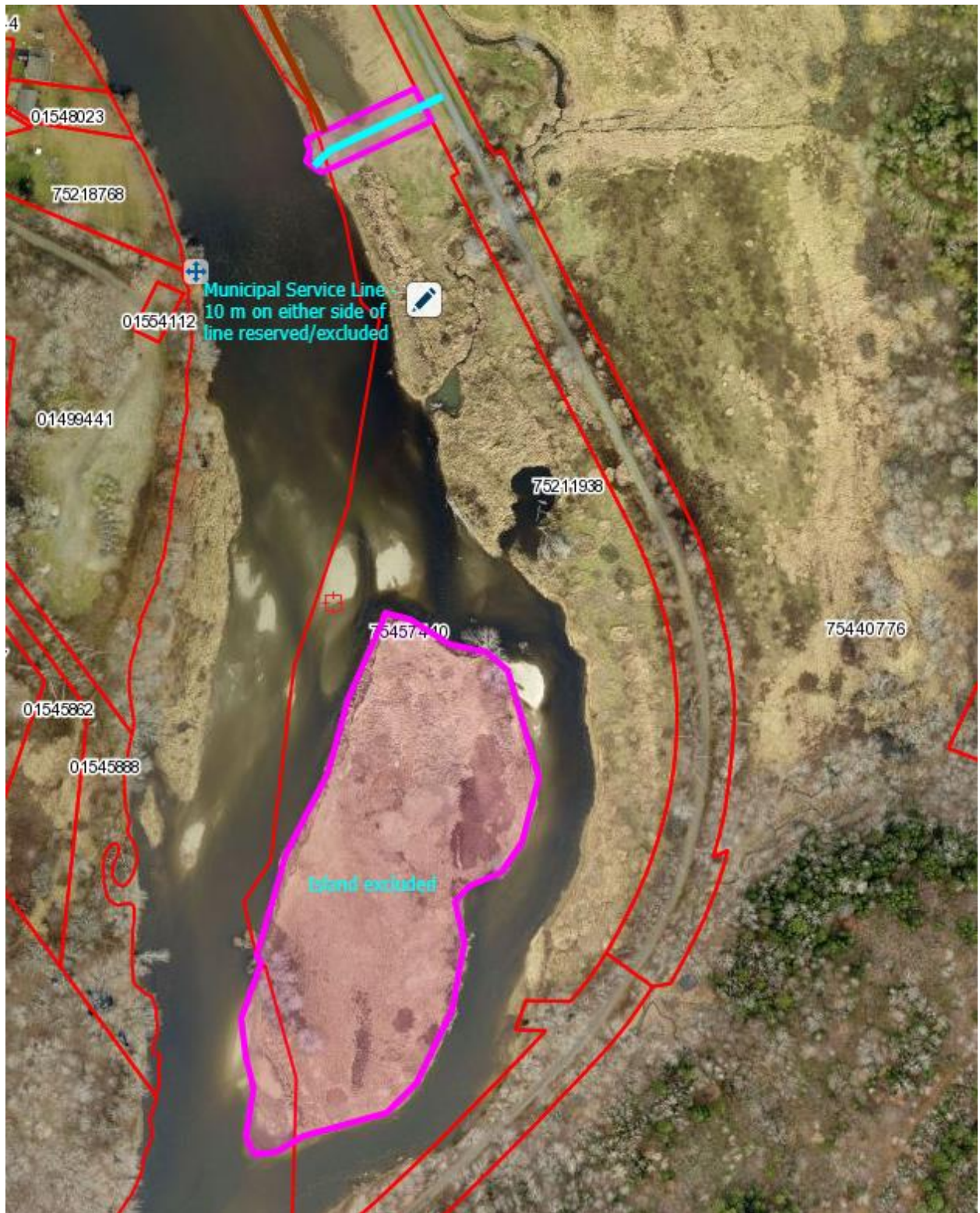
Thence continuing along the said property line on an NB Grid Azimuth of 101° 36' 16", a distance of 47.425 metres to the place of beginning.

Saving and excepting a sewer easement located on the said property described in document number 174649 in Book 491 at Pages 977 to 980.

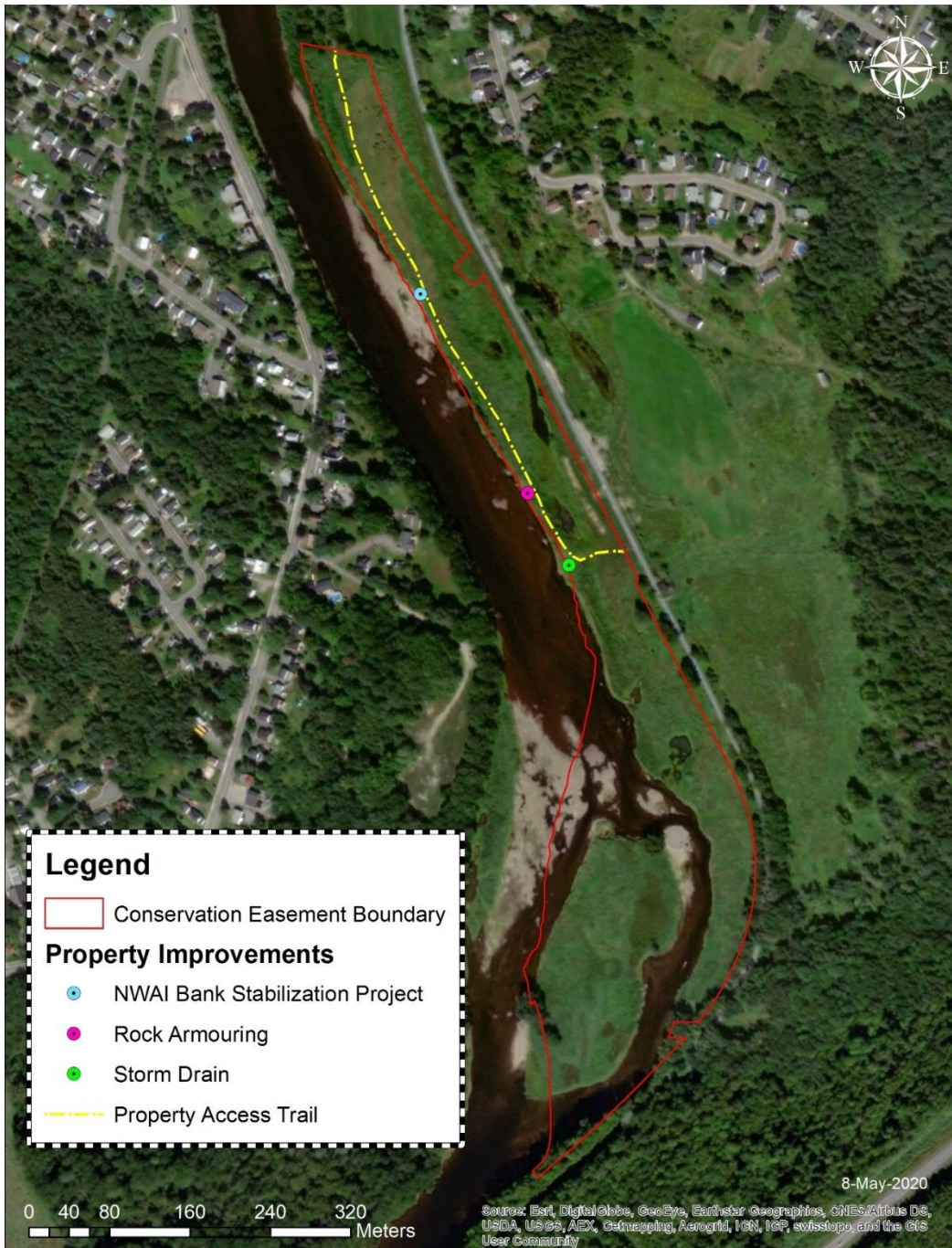
The aforesaid parcel of land described above, being a portion of PID 01546167, as conveyed in a Deed from Ronald D. Neill and Albert S. Neill to Ronald D. Neill and Albert S. Neill, dated May 27, 2005 and duly registered in the York County Registry Office on June 8, 2005 as Official Number 20391406.

Schedule "B" - Diagrams of the Easement Property





Schedule "C": Property Maps



Appendix A - Baseline Documentation Report

[attach]

Appendix B - Marysville Flats Forest Restoration Plan

[attach]