

THIS LICENCE AGREEMENT made as of the day of ,

BETWEEN: THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(Hereinafter called the "Town")

- and -

THE BRUCE TRAIL CONSERVANCY

(Hereinafter called the "BTC")

WHEREAS the BTC has requested permission to utilize the unopened original road allowance(s) described in Appendix "A" and depicted in Appendix "C" hereto, hereinafter called the "Road Allowance" for the purposes of establishing a footpath as part of the Bruce Trail system;

AND WHEREAS the BTC operates a recreational hiking trail system in the Province of Ontario, known as the Bruce Trail;

AND WHEREAS the BTC wishes to establish a portion of the Bruce Trail over the Road Allowance, such portion hereafter called the "Trail";

NOW THEREFORE WITNESSETH in consideration of the mutual covenants herein and the payment by the BTC to the Town of the sum of one dollar (\$1.00), the receipt of which the Town hereby acknowledges, the parties hereto agree as follows:

1. (a) The Town hereby grants to the BTC a right in the nature of a licence to maintain a portion of the Trail over the Road Allowance for the purposes and upon the terms and considerations hereinafter set forth.
 (b) Nothing herein shall restrict or prohibit the Town from improving, upgrading, maintaining or establishing a trail or trail facility on the Road Allowance and/or the Trail.
2. The term of this Licence shall be from the date hereof to the first anniversary of the date hereof unless terminated during the first year pursuant to paragraph 13, and thereafter from year to year without notice until terminated by either party as set out in paragraph 13 hereof.
3. The precise location and route of the Trail shall be mutually agreed upon by the BTC or its authorized representative and the Town, and flagged in the field to the satisfaction of both the BTC and the Town, prior to development of the Trail. The location and route of the trail, including any developments or improvements thereto within a corridor 1.5 meters either side of the trail existing as of this date, may be varied from time to time by mutual written agreement by the parties hereto without affecting the validity of the terms hereof. Any changes to the trail and any developments or improvements thereto outside this existing corridor must be agreed to by both parties prior to commencement of work. The terms of written agreement referred to above shall then apply to that newly-agreed-upon trail route and corridor.
- 4.(a) The BTC shall be responsible for construction and maintenance of the Trail, in a condition that is clean and safe for pedestrian travel by the public. The BTC shall be responsible for all aspects of the ongoing maintenance of the Trail in accordance with the standards set out in the "Guide for Trail Workers". More rigorous maintenance standards, as set by the Town, shall be applied when needed as shown by inspections of specific sites, and requested by letter by the Town. The BTC shall be responsible for all costs of every nature and kind associated with the construction, repair, maintenance

and ongoing use of the Trail. The BTC shall also undertake to remove any litter, and correct to the extent possible, any minor problems such as fire scars or damage to fencing, structures, or vegetation which may occur along the Trail or within the area defined as the trail corridor 1.5 metres either side of the agreed-upon Trail route shown by the sketch in Appendix "C" attached hereto.

- 4.(b) The BTC will ensure that trail workers using chainsaws, string trimmers and other equipment are properly trained in the safe use of the equipment. Chainsaws are to be equipped with a safety chain and chain brake and appropriate protective equipment as follows is to be worn:

- 1) Chainsaw Operators -- safety footwear, chainsaw pants, hard hat with eye and ear protection and gloves.
- 2) String Trimmer Operators -- safety footwear, eye protection and long pants.

The Town reserves the right to halt any maintenance operation it considers unsafe. The removal of any trees is to be approved in advance by the Town.

5. The parties hereto will allow use of the Trail to the general public without charge. The BTC will ensure its own members have agreed to be bound by the "Bruce Trail User's Code", a copy of which is attached hereto as Appendix "D".
6. The BTC will exercise during the currency hereof such duty of care to persons using the Trail as is imposed by the Occupiers' Liability Act, R.S.O. 1990, c.O.2., including amendments thereto or successors thereof.
7. The BTC shall comply with all provisions of law, including, without limiting the generality of the foregoing, federal and provincial legislation, municipal by-laws, and any other government or municipal regulations which relate to the establishment, maintenance and use of the Trail.
8. The BTC will ensure that the Trail is marked in the following manner:
 - (a) by signs indicating that the Trail is on private land through the courtesy of the Town and that hikers should follow the provision of the "Bruce Trail User's Code";
 - (b) by visible white markings on trees or other landmarks of a size no more than 5 centimetres by 15 centimetres and at a height of between 1 and 2 metres;
 - (c) by additional signage and/or markings as may be reasonably requested by the Town from time to time.
9. The BTC and the Town shall, at the Town request, together conduct twice-yearly inspections of the Trail on the Road Allowance. The BTC shall maintain the Trail to the standards identified in the BTC Guide for Trail Workers or other maintenance standards, which the Town has established for its lands provided that these are consistent with the management of the Trail as a simple footpath, which lies lightly on the land. The BTC shall, within a period of one (1) month after each inspection or at any other time during the currency of the within licence complete any management actions which may be requested in writing by the Town provided these are consistent with the above mentioned standards. Should the BTC fail to undertake the necessary management actions within the time specified, the Town may carry out the BTC's obligations and the BTC shall reimburse the Town for any reasonable expenses incurred thereby.

10. The BTC will, during the currency hereof, indemnify and save harmless the Town from and against all claims, demands, losses, costs, damages, actions, suits, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to anything done or omitted to be done by the BTC, its officers, employees, servants or agents in connection with the Road Allowance or in fulfillment or purported fulfillment or required fulfillment of any of the provisions of this agreement; and provided that the Town shall not, without the written consent of the BTC or its insurer assume or admit liability with respect to any claim made against it for which it seeks indemnification pursuant to the provisions of this paragraph.
11. The BTC shall at all times during the currency hereof maintain comprehensive general liability insurance in an amount not less than ten million dollars (\$10,000,000.00) per occurrence for bodily injury including personal injury and death, showing the Town as an insured.
12. Nothing herein shall be interpreted or construed as giving rise to a claim by the BTC that it has acquired title by possession or prescription to the Trail or any part of the Road Allowance either during the currency hereof or upon the termination of same. It is agreed upon between the parties hereto that this licence shall not be registered on title.
13.
 - (a) This licence agreement will run for a term of one year from the date of signing, and thereafter from year to year without notice unless terminated by either party as set out in this paragraph.
 - (b) The agreement may be terminated by agreement of the parties hereto or by the Town, if the BTC fails to fulfill the terms of the within licence. Prior to termination the Town shall provide 60 days written notice of the breach to the BTC during which time the BTC may take action to correct the breach and avoid termination of this licence. In the event that there is a dispute between the parties regarding the existence of a breach or the satisfactory correction of such breach within the time stipulated, an arbitrator shall be appointed to resolve the dispute according to the provisions of the Arbitrations Act of Ontario. Each party shall pay one-half of the cost of the Arbitrator. The decision of the arbitrator shall be binding on both parties and no further action shall be taken by either party.
 - (c) Upon termination, pursuant to this paragraph or otherwise, the BTC shall, to the reasonable satisfaction of the Town, restore the Trail lands to the condition that they were in at the time of the granting of the within licence.
 - (d) Notwithstanding the foregoing, the Town may terminate this licence upon providing 12 months' notice to the BTC.
14. That if the Town should sell the Road Allowance the Bruce Trail Conservancy will be notified and permitted to make an offer of purchase.
15. Any notice required or permitted to be given hereunder may be effectively given if sent by prepaid registered post, addressed to the Town at:

Town of Niagara-on-the-Lake
1593 Four Mile Creek Road
PO Box 100
Virgil, Ontario
L0S 1T0

or the BTC at:

P.O. Box 857
Hamilton, Ontario
L8N 3N9

16. This licence embodies the entire agreement of the parties hereto and no understandings or agreements, collateral, verbal or otherwise exist between the parties except as expressly set out herein or as may hereafter be agreed to, in writing, by the parties.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of)

)	THE BRUCE TRAIL CONSERVANCY		
)	Per:		
)			
)	_____ Name	_____ Title	
)			
)	_____ Name		_____ Title
)			
)	We have authority to bind the Conservancy		
)			
)	THE CORPORATION OF THE TOWN OF NIAGARA- ON-THE-LAKE		
)	Per:		
)			
)	_____ Name		_____ Title
)			
)	_____ Name		_____ Title

APPENDIX “A”

THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

Road Allowance (RA) Location Description:

RDAL BTN TWP LOTS 44 & 49 NIAGARA BTN PT 7, 30R4947 & YORK RD; NIAGARA-ON-THE-LAKE

BTC Property Reference # 2-017

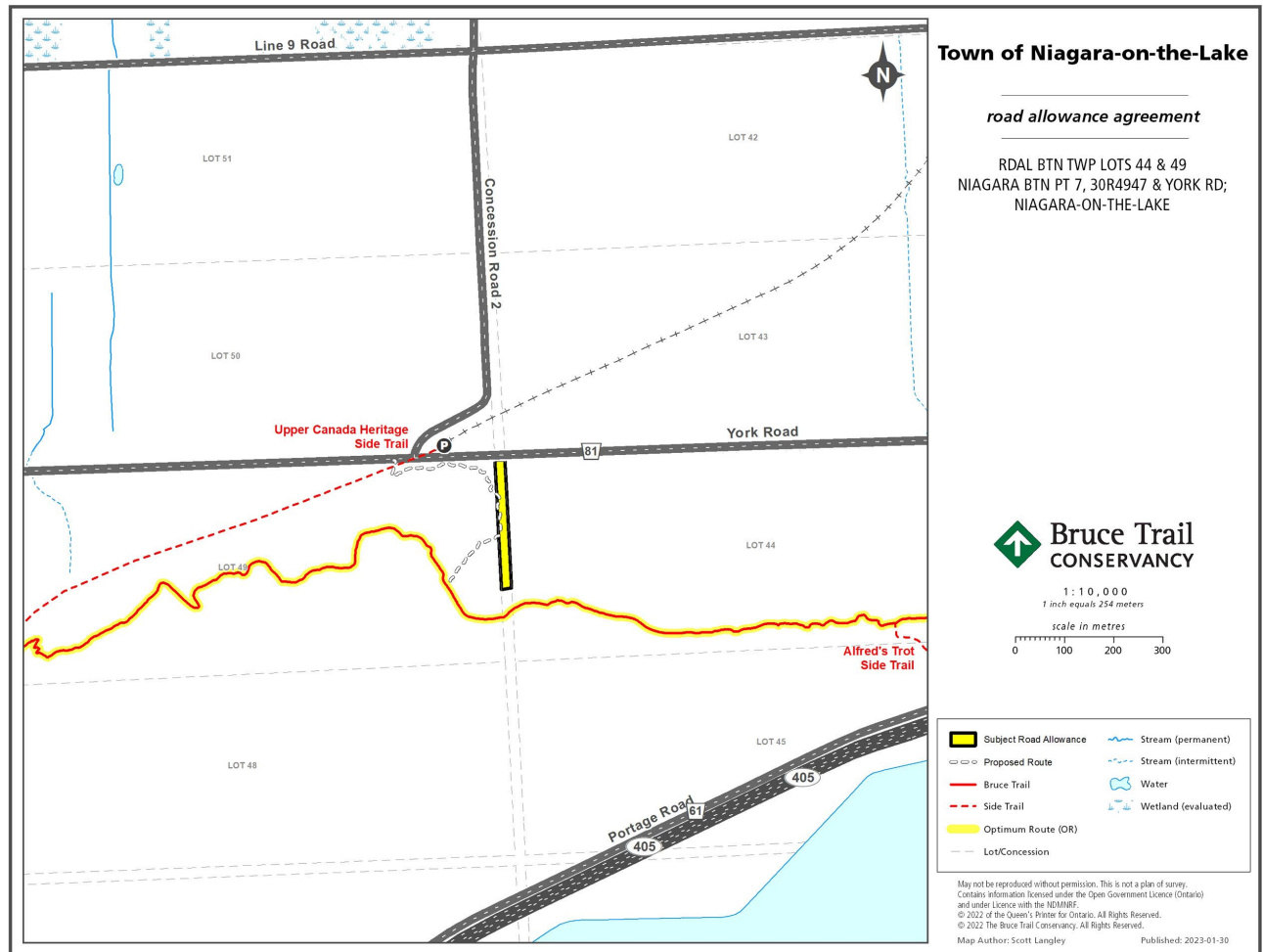
APPENDIX “B”

Guide for Trail Workers

<https://brucetrailorg.b-cdn.net/wp-content/uploads/2022/05/Guide-for-Trail-Workers-3rd-Edition.pdf>

APPENDIX “C”

SITE MAP



APPENDIX “D”

BRUCE TRAIL USERS' CODE

- Hike only along marked routes. Do not take short cuts.
- Obey all signage.
- Use the stiles. Do not climb fences.
- Respect the privacy of people living along the Trail.
- Leave the Trail cleaner than you found it. Carry out all litter.
- Use a portable stove. No open fires are allowed on the Trail.
- Camp only at designated camp sites.
- Leave flowers and plants for others to enjoy.
- Do not damage live trees or remove bark.
- Where dogs are permitted, keep dogs on a leash and under control at all times.
- Do not disturb wildlife and farm animals.
- Leave only your thanks and take nothing but photographs.