

CONSERVATION AGREEMENT - ONTARIO

DATED this 19th day of March, 2010.

BETWEEN:

Cedar Springs Community Club
(the "Owner")

OF THE FIRST PART

and

Council of the City of Burlington
and
The Corporation of the City of Burlington
(collectively, the "City")

OF THE SECOND PART

WHEREAS:

The Cedar Springs Community in Burlington, Ontario is one of the first private Conservation Development arrangements in Ontario, being a controlled-growth land use development that has adopted the principle for allowing limited sustainable development while protecting the area's natural environmental features in perpetuity, including preserving open space landscape and vista, protecting natural habitats for wildlife, and maintaining the character of the rural community.

The concept of the development originated with one William Delos Flatt ("Flatt") who was the founder of Cedar Springs Community. In 1924, Flatt first purchased the lands that he was to give to the Cedar Springs Community Club when it was formed in 1932 as a not-for-profit corporation without share capital. The Club purchased and consolidated additional lands in 1939, 1951 and 1980, leaving the City-owned unopened road allowance between Concessions 1 and 2 as the last of the properties within the Cedar Spring Community precinct not already owned by the Club or its members.

The Owner wishes to enter into covenants with and grant an easement to the City in consideration of the transfer to the Owner from the City of its unopened road allowance between Concessions 1 and 2 New Survey, City of Burlington, former Township of Nelson, closed by Bylaw 12-2010, Instrument No. HR823215 consisting of two parcels being, firstly, the whole of PIN 07209-0052 being Part 1 20R7762 and Part 1 20R9673; and secondly, the whole of PIN 07209-0074 being Parts 4 and 5 20R18404. In consideration of the covenants, terms, conditions and restrictions contained herein and pursuant to the Conservation Land Act, R.S.O. 1990, c. C.28, as amended, the Owner and the City hereby agree to the covenants, restrictions and Easements as set out in this Agreement, which shall run with the Lands for the Term.

Article 1
Definitions

- 1.1 For the purposes of this Agreement, the following words and phrases shall have the following meanings:
- (a) "Act" means the Conservation Land Act, RSO 1990, c. C.28, as amended, and any statute that may be enacted to modify or replace this Act.
 - (b) "Agreement" or "this Agreement" means this conservation agreement and the schedules attached hereto as at the date hereof and as amended from time to time.
 - (c) "Conservation" means the wise management of the environment in a way which will maintain, restore, enhance and protect its quality and quantity for sustained benefit to humans and the environment.
 - (d) "Conservation Body" means a conservation body as defined in the Act.
 - (e) "Covenants" mean the covenants set out in Article 4 and Schedule "B" attached to and forming part of this Agreement, as the same may be waived, varied or released by the City in accordance with this Agreement.
 - (f) "Dwelling" means one or more habitable rooms designed for the use of one household in which sanitary and kitchen facilities are provided for the exclusive use of such household, and having a private entrance door.
 - (g) "Easement" means the easement as defined in Article 5.2, as the same may be waived, varied or released by the City in accordance with this Agreement.
 - (h) "Lands" means the lands and premises of the Owner situate in the Province of Ontario and more particularly described in Schedule "A" attached to and forming part of this Agreement, and includes any buildings, structures and improvements now existing or constructed during the Term.
 - (i) "Owner" means the above-named party of the First Part and any person who at any time after registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including being a trustee for any beneficial owner of the Lands.
 - (j) "Protected Area" means that part of the Lands described in Schedule "A" as Firstly, Secondly and Thirdly.
 - (k) "Purposes" means the purpose and intention of the parties set out in Article 3.
 - (l) "Road-frontage Area" means that part of the Lands described in Schedule "A" as Fourthly.
 - (m) "Term" means the term of this Agreement, being from and including the date of this Agreement, to the nine hundred and ninety-ninth anniversary of the date of this Agreement, or the date the Covenants and Easement cease to have effect in accordance with this Agreement, whichever date shall first occur.

Article 2
Representations and Warranties

- 2.1. The Owner covenants and warrants that the Owner is the legal, beneficial and registered owner of the Lands with good title thereto, subject only to the following encumbrances:
- (a) A right-of-way over the lands described as Part 3 20R-4721;
 - (b) A right-of-way over the lands described as Part 3 20R18404, now or hereafter granted;
 - (c) Rights, restrictions and reservations contained in NU15680 dated June 29, 1933;
 - (d) Registered and unregistered easements for utilities, including for hydro-electric poles on the Road-frontage Area by Cedar Springs Road;
 - (e) on first registration under the Land Titles Act, to : (i) subsection 44(1) of the Land Titles Act, except paragraph 11, paragraph 14, Provincial succession duties and escheats or forfeiture to the Crown; (ii) the rights of any person who would, but for the Land Titles Act, be entitled to the land or any part of it through length of adverse possession, prescription, misdescription or boundaries settled by convention; and (iii) any lease to which the subsection 70(2) of the Registry Act applies;
 - (f) any rights of entry pursuant to governmental statute or regulation or at common law.
- 2.2 The City covenants and warrants that The Corporation of the City of Burlington is a duly incorporated and subsisting Municipal Corporation incorporated under the Municipal Act, S.O. 2001, c.25, as amended, that the Council of the City of Burlington is a Conservation Body and that it has the right to enter into this Agreement.

Article 3
Intention

- 3.1 It is the purpose and intention of the parties that this Agreement will ensure:
- (a) the Conservation, maintenance, restoration or enhancement of the Lands and the wildlife on the Lands;
 - (b) the protection of water quality and quantity, including protection of drinking water sources;
 - (c) watershed protection and management; and
 - (d) access to the land for the purposes referred to in clause (a), (b) and (c).
- 3.2 Except as provided for in other sections of this Article 3, it is the purpose and intention of the parties that this Agreement will prevent any use of the Lands that will damage or destroy its Conservation values or prevent their restoration and enhancement.

- 3.3 It is the purpose and intention of the parties to this Agreement that the parties:
- (a) adopt and adapt to advances in Conservation practices for conserving, restoring and maintaining the quality of the natural environment, including the forest resource, stream valley, wetlands, watercourses, groundwater and fish habitat as well as promoting the principles of good fisheries management;
 - (b) maintain and enhance the forest resource using sound sustainable forest management practices involving silviculture and wildlife habitat improvements, which contribute to the health of the watershed's natural environment;
 - (c) conduct watershed management and flood and erosion control to protect significant natural heritage features and functions and lands susceptible to natural hazards such as flooding, erosion and unstable soils/bedrock;
 - (d) encourage opportunities for compatible outdoor recreation and Conservation activities;
 - (e) ensure the safety of persons using the lands and facilities; and
 - (f) facilitate archaeology activities, scientific study and education.
- 3.4 It is the purpose and intention of the parties that this Agreement will not disrupt existing uses and activities, such as the:
- (a) repair, replacement and operation of trails for trail activities and recreational use, including hiking, mountain biking, skiing, snowshoeing, wildlife viewing and nature appreciation. Periodic reroutes of the trails may be necessary for new access points or to allow for natural regeneration and to minimize negative environmental impacts. Bridges, boardwalks and other trail-related constructions and unserviced campsites are not prohibited by this Agreement;
 - (b) repair, replacement and operation of water wells and water lines and any related electrical or control systems, including any activities or structures necessary to ensure the safety, quality and quantity of drinking water produced;
 - (c) maintenance of access roads and rights-of-way, including (i) from Cedar Springs Road, over the dams continuing on the east/west logging road to the western edge of the Lands; (ii) from Bryn Mawr Lane to the east/west logging road; (iii) to any water well area; and (iv) at Foster's Hill opposite the gates at the Grand Boulevard entrance to the Cedar Springs Community;
 - (d) preservation and maintenance of open areas in the Road-frontage Area, including Foster's Hill, wood yard and water well, by vegetation trimming and removal;
 - (e) repair, replacement and operation in the Road-frontage Area of accessory buildings (not to be used for human habitation), structures and facilities, signs, and the site modifications required to accommodate them;
 - (f) maintenance and operation of the mill pond and raceway, including doing all that is necessary to maintain an adequate flow of water to and through the culvert under Cedar Springs Road;

- (g) repair, replacement and operation of the two dams in the Road-frontage Area, including their use for power generation, and any related electrical or control systems;
- (h) repair, replacement and operation of drainage works that protect access roads, trails and other improvements from erosion;
- (i) use of motorized vehicles for emergency access, repair, replacement and operation activities;
- (j) use of waterways for canoeing and fishing;
- (k) selective harvesting of timber and firewood, subject to 3.3(b) ; and
- (l) tapping of maple trees for syrup production;

3.5 It is the purpose and intention of the parties that this Agreement will not prevent the Owner from complying with applicable legislation, regulation, permits or orders, notwithstanding that conducting compliance activities may degrade, destroy or result in the loss of some natural value of the Lands.

3.6 There is public interest and benefit in the Conservation, maintenance, restoration and enhancement of the Conservation values and features of the Lands and the wildlife thereon.

3.7 This Agreement, including the Covenants and Easement, is to be construed, interpreted, performed, applied and enforced so as to give effect to the purpose and intent of this Agreement.

3.8 In the event of a conflict between section 3.4 and other sections of this Article 3 or the Covenants, the provisions of section 3.4 shall prevail.

Article 4 Covenants

4.1 The Owner reserves to itself, and to its successors and assigns and any transferee therefrom, all rights accruing from ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited herein and that are not inconsistent with the Purposes and terms of this Agreement.

4.2 The parties covenant and agree that the Covenants shall be deemed to be covenants governed by and having the benefit of the Act, that from the registration of this Agreement the burden of such Covenants shall run with and bind the Lands and every part thereof to which they apply, and the benefit thereof shall enure to the City for the Term.

- 4.3 The Owner covenants that the Owner, any authorized person and anyone for whom the Owner is in law responsible will observe and perform Covenants for the Term, except in accordance with any waiver, variance, release, approval or consenting opinion by the City under this Agreement.
- 4.4 A request for a waiver, variance, release, approval or consenting opinion by the City under this Agreement and in particular as referred to in Schedule "B" shall be delivered to the City in accordance with the provisions of Article 8. The waiver, variance, release, approval or consenting opinion by the City shall be deemed to have been given by the failure of the City to reply in writing within sixty (60) days of the receipt of such request.
- 4.5 Schedule "D" hereto forms part of this Agreement. In the event of any conflict or inconsistency between the provisions of Schedule "D" and any other the provisions of this Agreement, the provisions of the Schedule "D" shall prevail.

Article 5 Easement

- 5.1 The parties covenant and agree each with the other that the Easement set out in Schedule "C" shall be deemed to be an easement governed by and having the benefit of the Act, that the burden of the Easement shall run with and bind the Lands and every part thereof from the registration of this Agreement so long as the Covenants are in effect, and the benefit of the Easement shall enure to the City.
- 5.2 The rights described in Article 5.1 and Schedule "C" are collectively referred to as the "Easement."
- 5.3 No right of access by the general public to any portion of the Lands is conveyed by this Agreement but this Agreement does not preclude the Owner from entering into arrangements to grant and control public access.

Article 6 Owner's Obligations

- 6.1 The Owner shall, at the reasonable expense of the Owner, continue to care for and operate the Lands as would a careful and prudent owner, acting reasonably. In particular and without limiting the generality of the foregoing the Owner shall:
- (a) maintain the Lands and keep the Lands free of construction liens;

- (b) carry and maintain comprehensive general liability insurance coverage with the City being a named or additional insured thereunder and provide the City with evidence of such coverage on its reasonable request; and
 - (c) pay as the same become due municipal and provincial taxes, rates and fees and all charges for utilities public or otherwise, the non-payment of which may give rise to a lien or charge on the Lands, and provide the City with evidence of such payments on its reasonable request.
- 6.2 Subject to Articles 4 and 5 and Section 6.1 of this Agreement, the Owner reserves all of its rights as owner of the Lands, including the right to use and occupy the Lands in any way that is not restricted or prohibited by this Agreement, provided the use and occupancy is consistent with the Purposes.

Article 7 Default by Either Party

- 7.1 In the event of breach of or default in the obligations owed to either the Owner or the City under this Agreement, the other party may take any action available to it at law, in equity, by statute or under this Agreement provided that the other party (unless in the opinion of the other party because of the nature of the default or other circumstances it is not feasible to delay for the notice period) shall first give to the defaulting party notice of the default and sixty (60) days to remedy the same or make arrangements satisfactory to the other party to remedy the same. If the default is by the Owner and is not remedied or arrangements made as aforesaid the City, in addition to its other rights aforesaid, may remedy the default as provided under Article 7.3.
- 7.2 The parties acknowledge that monetary damages may not be effective to compensate for damage to or destruction of the natural values and features of the property or adequate to compensate for restoration of the Lands. Accordingly, in addition to and without limiting the scope of the other enforcement rights available to the Owner and the City under this Agreement, the parties agree that each of the Owner and the City may bring an action or an application for, and be entitled to, injunctive relief to prohibit or prevent default or breach or the continuance of default or breach under this Agreement.
- 7.3 If notice of default has been given pursuant to Article 7.1 by the City to the Owner and the default has not been cured within the period provided for therein, the City may serve on the Owner a further notice setting out particulars of the City's estimated maximum costs of remedying the default. The Owner shall have ten (10) days from receipt of such notice to remedy the default or make arrangements satisfactory to the City for remedying the default, and if the Owner does not do so, the City, by itself, its servants, agents or contractors, may enter upon the Lands and

cure the default. The Owner shall reimburse the City for any costs and expenses incurred thereby (including GST and other applicable taxes), up to the estimated maximum costs of remedying the default set out in the aforesaid notice. Such costs and expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the Owner to the City with interest as provided in Article 9.10, and debt with such interest shall be a charge upon the Lands enforceable in the same manner as a mortgage, and shall, in any event, be recoverable by the City in a court of law.

Article 8

Notice

- 8.1 Any notice (which term in this article includes any request or waiver) provided or given hereunder shall be sufficiently given by either party if in writing and delivered by hand, sent by facsimile or other means of electronic communication or mailed by prepaid registered post, if to the City as follows:

The Corporation of the City of Burlington
426 Brant Street, P.O. Box 5013
Burlington, ON L7R 3Z6

and if to the Owner as follows:

Cedar Springs Community Club
Box 12,
R.R.#3
Campbellville, ON L0P 1B0

with a copy to
Cedar Springs Community Club
c/o Thomas H. Simpson
18 Thornwood Rd.,
Toronto, ON M4W 2R9

Email: thomassimpson@me.com

Any notice so delivered or any notice so forwarded by facsimile or other means of communication shall be deemed to have been given on the next business day following the day of delivery or forwarding and any notice so mailed shall be deemed to have been given on the fourth business day following the day of mailing. Either party may in any manner aforesaid give notice to the other party of any change in the address or fax number thereof and thereafter the new address or fax number shall be the address of such party for the purpose of giving notice hereunder.

Article 9
General Provisions

- 9.1 The City shall register this Agreement and any part of it against title to the Lands and the Owner shall execute any document that may be required to allow such registration.
- 9.2 No failure by the City to require performance by the Owner of any provision of this Agreement shall affect the right of the City thereafter to enforce such obligation, and no failure by the Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.
- 9.3 Neither the Owner nor the City shall be liable to the other hereunder for any damage to or change in the Lands or any cost or obligation to restore the Lands resulting from causes beyond the control of such party, including, without limitation, accidental fire, flood, storm, earth movement, trespass, insect plague or disease.
- 9.4 Time shall be of the essence to this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.
- 9.5 All provisions of this Agreement, including each of the Covenants, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
- 9.6 Save as ordered by any court or tribunal, each party shall be responsible for its own legal fees, court costs and all other related expenses arising from the negotiation and implementation of this Agreement and any disputes arising from this Agreement.
- 9.7 Whenever the Owner should comprise more than one person, the obligations thereof hereunder shall be joint and several.
- 9.8 This Agreement, including all of the Easement and the Covenants, shall run with the Lands for the Term or until such time as the City, or its successor or assign, authorizes a release or partial release of the terms of this Agreement in accordance with the law.

- 9.9 The City may not erect signage on the Lands setting out the existence of this Agreement but may otherwise publicize the existence of this Agreement.
- 9.10 Any amount paid by a party hereunder by reason of the default of the other party shall bear interest from the date the amount was paid until the date of repayment at a rate which is the lesser of (i) the prime rate of interest from time to time charged by the Bank of Canada or (ii) the maximum rate allowed by law.
- 9.11 This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.
- 9.12 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 9.13 This Agreement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.
- 9.14 This Agreement shall be construed and enforced in accordance with, and the right of the parties shall be governed by, the laws of Ontario and the laws of Canada applicable thereto.
- 9.15 Each party at the request of the other party shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- 9.16 The parties hereby acknowledge and confirm that pursuant to the Act, releasing or amending the Easement or Covenants contained in this Agreement may require the consent of the Minister of Natural Resources for Ontario.
- 9.17 This Agreement, or notice of this Agreement, in addition to being registered on title to the Lands, may in future be required to be deposited, filed or registered in a registry of Conservation Agreements under the Act managed by the Ministry of Natural Resources for Ontario or its delegate ("the Conservation Agreement registry"). The parties undertake and agree to execute any document required to effect the deposit, filing or registration of this Agreement in the Conservation Agreement registry when the Conservation Agreement registry is established.
- 9.18 This Agreement remains enforceable regardless of any change in land use planning, change in planning classification, or use of the Lands or use of adjacent or nearby properties.

9.19 The Corporation of the City of Burlington is executing this agreement on its behalf and on behalf of the Council of the City of Burlington and upon its execution shall be binding on both The Corporation of the City of Burlington and the Council of the City of Burlington.

IN WITNESS WHEREOF the Owner and the City have executed this Agreement as at the date first above written.

CEDAR SPRINGS COMMUNITY CLUB

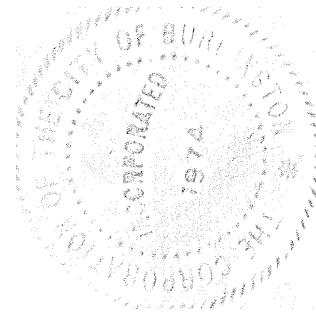
I have authority to bind the corporation

Per: Timothy Wasik
Name: Timothy Wasik
Title: President

THE CORPORATION OF THE CITY OF BURLINGTON

Cam Jackson
Cam Jackson, Mayor

Suzanne Whitehead
Suzanne Whitehead, Acting City Clerk
JONES Deborah Caughlin



Legal Dept Appved:
TAD Mar 26/10
By-law 10-2010
Date: February 1, 2010
Item: L-3-10

Schedule "A" - Legal Description of Lands

Attached to and forming part of the Conservation Agreement between Cedar Springs Community, of the First Part, and The Corporation of the City of Burlington and the Council of the City of Burlington, of the Second Part, dated as of the 19th day of March, 2010.

Firstly,

Property Identifier Number 07209-0030 (LT) described as PT LT 7, CON 1 NS, AS IN NU15680 (SIXTHLY), *S/T* NU 15680, IF ANY & AS IN NU16968, EXCEPT *T/W* NU16968; BURLINGTONINELSON TWP;

Secondly,

Property Identifier Number 07209-0074 (LT) described as PT RDAL BTN CONS 1 & 2 NS, designated as PTS 4 & 5, 20R-18404, CLOSED BY HR823215; BURLINGTONINELSON TWP;

Thirdly,

Property Identifier Number 07209-0052 (LT) described as PT RDAL BTN CONS 1 & 2 NS, AS CLOSED BY HR823215, PT 1, 20R7762, PT 1, 20R9673; BURLINGTONINELSON TWP; and

Fourthly,

Part of Property Identifier Number 07209-0077 (LT) described as PT LTS 6 & 7, CON 2 NS, designated as PTS 1 & 3, 20R-18404; BURLINGTONINELSON TWP.

Schedule “B” – Covenants

Attached to and forming part of the Conservation Agreement between Cedar Springs Community, of the First Part, and The Corporation of the City of Burlington and the Council of the City of Burlington, of the Second Part, dated as of the 19th day of March, 2010.

The Owner expressly covenants and agrees that:

1. The Owner shall not sell, convey, mortgage, charge, lease or otherwise dispose of any part of the Lands separate from any other part of the Lands, or apply for or make any application for plans of subdivision or consents for severance of the Lands under Part VI of the Planning Act, R.S.O. 1990, c. P.13, as amended or replaced from time to time, or otherwise apply for, make or register any severance or subdivision of any part of the Lands save and except for Conservation purposes with prior written consent of the City;
2. No easement, right of way or right in the nature of an easement, in, on, over, under or through the Lands shall be granted to any person, without the prior written consent of the City, provided that easements may be granted by the Owner (i) to the Bruce Trail Conservancy and its successors or similar entities to provide public access in the sole discretion of the Owner; and (ii) to any utility provider to provide access for services in the Road-frontage Area.
3. No Dwelling shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained on the Lands.
4. No building, structure, fixture, sign or other improvement of any kind shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained, on, in, under or over the Protected Area, provided that benches for viewing wildlife or scenery may be placed and maintained in the Protected Area and fences and "no trespassing" and "no hunting" signs may be placed and maintained on the boundaries thereof.
5. No alteration shall be made or permitted or suffered to be made in the general topography of the Lands or any part thereof, which, in the opinion of the City, is or may reasonably be expected to be detrimental or adverse to the Purposes.
7. The Owner shall not undertake or allow the dumping, filling, excavation, mining, drilling, dredging or removal of topsoil, loam, gravel, soil, rock, sand, minerals gas or petroleum products or any other materials of any type or description anywhere on the Lands, except that such activities may be undertaken as ancillary to permitted activity in the Road-frontage Area or for rehabilitation of old waste disposal sites to encourage reversion to a natural state;

8. No soil, rubbish, ashes, garbage, sewage, waste, or other unsightly or offensive materials of any type or description shall be dumped or stored or permitted or suffered to be dumped or stored on, in, under or about the Protected Area.
9. No tree, shrub, or any other native vegetation within the Protected Area shall be removed, destroyed or cut, save and except those that may be removed: (i) as part of a managed forest plan in accordance with programs administered by the Ontario Ministry of Natural Resources to achieve compliance with the Purposes; (ii) to control non-native or exotic intrusion; (iii) to thin to promote good development of tree crowns; (iv) for restoration purposes; (v) to maintain the trails and roads; (vi) to remove a danger or hazard; or (vii) to facilitate uses and activities not prohibited by this Agreement; and is conducted in a manner not injurious to the remaining trees, flora, fauna and soils, and maintains soil stability, water quality and quantity and the other Conservation features of the Lands.
10. No interference with, or alteration of any lake, pond, wetland, watercourse or any other body of water in the Protected Area shall be undertaken or permitted or suffered to be undertaken, nor shall any use thereof be made or permitted to be made which, in the opinion of the City, will or may reasonably be expected to be detrimental or adverse to the Purposes.
11. No activity or action on the Lands except those consistent with the Purposes shall be performed or permitted or suffered to be performed, nor shall any use of the Lands be made or permitted or suffered to be made, which in the opinion of the City, is or may reasonably be expected to be detrimental or adverse to water conservation (in quantity or quality) on, in or about the Lands.
12. There shall be no use or application of pesticide, insecticide, herbicide, chemical or other toxic material of any type or description within the Protected Area without the prior written consent of the City, except as recommended by a regulatory authority to control intrusion of non-native plants or wildlife and insect or disease infestations.
13. No trade, business or calling whatsoever shall be carried on from or within the Protected Area.
14. The Owner shall not construct, pursue, permit or suffer the construction of fencing or other obstacles, which would exclude or in the opinion of the City, unduly restrict wildlife movement in or through the Protected Area.

Schedule “C” – Easement

Attached to and forming part of the Conservation Agreement between Cedar Springs Community, of the First Part, and The Corporation of the City of Burlington and the Council of the City of Burlington, of the Second Part, dated as of the 19th day of March, 2010.

1. The Owner hereby grants to the City an easement, and enters into a covenant to pennit the City to enter the Lands and to not interfere with such entry by the City, in order to permit the City and the elnployees, agents, servants, workers, contractors, officers and directors of the City and their supplies, equipment, materials, machinery and vehicles to enter onto and have access to the Lands at reasonable times and taking reasonable measures to interfere as little as possible with the use and enjoyment of the Lands by the Owner, subject to the notice requirements specified below in section 2, and for the following purposes:
 - (a) to conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;
 - (b) to carry out any construction, demolition, maintenance, alteration, repair, improvements, installation or work or any restoration of the natural features reasonably required in the opinion of the City, to remedy any default of the Owner as described in Article 7 of this Agreement; and
 - (c) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.
2. Prior to entry or access to the lands for the purposes identified in article 5.1, the City shall provide notice to the Owner as follows, unless in the opinion of the City there is an emergency or other circumstance that does not make it feasible to give notice of the intent of the City to enter onto the Lands:
 - (a) for the purposes specified in section 1(a), at least twenty-four (24) hours' oral or written notice; and
 - (b) for the purposes specified in sections 1(b) and 1(c), at least 10 days' written notice. The notice under this section 2(b) shall describe the nature, scope, design, location, maximum cost, timetable and any other material aspect of the activity proposed.

Schedule “D”– Niagara Escarpment Planning and Development Act

Attached to and forming part of the Conservation Agreement between Cedar Springs Community, of the First Part, and The Corporation of the City of Burlington and the Council of the City of Burlington, of the Second Part, dated as of the 19th day of March, 2010.

1. In this Schedule “D”, "conservation purposes" shall mean the use of land for the purpose of enhancing, restoring, protecting, maintaining or providing access to the natural environment and may include passive recreation, nature viewing and appreciation; non-intensive walking trails; forest, wildlife and fisheries management; essential watershed management and flood and erosion control projects; ecological research and monitoring and uses incidental to the aforementioned uses, in accordance with the aims and objectives of the Escarpment Natural Area designation under the Niagara Escarpment Plan.
2. The parties hereto acknowledge and agree that the Niagara Escarpment Plan governs the Lands and may be more restrictive in its provisions, including the permitted uses and development criteria, than may be provided for in this conservation easement agreement. Accordingly, and notwithstanding any other provision contained in this conservation easement agreement, in the event of any conflict or inconsistency between the provisions of this conservation easement agreement and the provisions of the Niagara Escarpment Plan, the more restrictive provision shall apply to limit the use and development of the Lands.
3. The Parties acknowledge that the maintenance, repair or expansion of existing uses, which existing uses shall mean those as set out in Section 3.4 of this Agreement which satisfy the definition for existing uses in the Niagara Escarpment Plan, may be permitted on the land where such maintenance, repair or expansion: is consistent with the meaning of "conservation purposes"; is considered incidental to existing uses provided that the impact on the natural environment is minimal; or is determined to be in accordance with the aims and objectives of the Escarpment Natural Area designation under the Niagara Escarpment Plan.
4. The Parties acknowledge and agree that no development, within the meaning of the Niagara Escarpment Planning and Development Act (NEPDA), of the Lands is provided for by the approval of development permit application no. H/L/2009-2010/083 approved by the Niagara Escarpment Commission on October 1, 2009 other than the conveyances required to create the conservation lot referred to in the application and the granting of the covenants and easement provided for herein, and that any future development of the Lands (such as the construction of new trails), even where contemplated within the terms of this agreement, will require full compliance with the NEPDA including a development permit under s. 25 of the NEPDA for any development not exempt under the regulations to that Act.
5. Notwithstanding any other provision of this agreement the Owner covenants, except as provided for under Section 3 of Schedule "D", pursuant to the Conservation Land Act that the use and development of the Lands shall be restricted, effective in perpetuity, as follows:

- a) no construction of any building or structure or any other physical alteration or other development shall occur on the Lands at any time save and except for conservation purposes or existing uses and in accordance with a development permit issued under s. 25 of the NEPDA for any development not exempt under the regulations to that Act;
 - b) the Lands shall only be used for conservation purposes or existing uses; and
 - c) for greater certainty, no Dwelling shall be erected or placed or be permitted or suffered to be erected, placed or maintained on the Lands.
6. The provisions of this Schedule “D” are severable from all other provisions of this agreement and may not be waived, released or modified by the Parties or anyone of them in favour of the other without:
- a) the written consent of the Minister for the purposes of the Conservation Land Act; and
 - b) a further development permit issued under the NEPDA.