

**AGREEMENT**

BETWEEN:

Her Majesty the Queen in  
Right of the Province of Ontario  
As represented by the Minister of Natural Resources  
(hereinafter referred to as them M.N.R.)

PARTY OF THE FIRST PART

- and -

Riparian Beach Front Property Owners  
As set out in Schedule "A" attached hereto  
(hereinafter referred to as the "Riparian Owners")

PARTY OF THE SECOND PART

- and -

The Corporation of the Township of Tiny  
(hereinafter referred to as the "Tiny Township")

PARTIES OF THE THIRD PART

-and-

The Woodland Beach Property Owners Association  
(hereinafter referred to as the "Association")

PARTIES OF THE FOURTH PART

-and-

The Woodland Beach Back Lot Property Owners  
As set out in Schedule "B" attached hereto  
(hereinafter referred to as "the Back Lot Owners")

PARTIES OF THE FIFTH PART

WHEREAS the Township, the Association and the Property Owners are stakeholders in the future of the beach commonly referred to as Woodland Beach (the ABeach@);

AND WHEREAS the Township is the municipality in which Woodland Beach is located;

AND WHEREAS the Woodland Beach community contains that area and the properties between concessions one and three below the ridge and west to the waters of Nottawasaga Bay. Specifically, the Woodland Beach Community incorporates a number of Registered Plans of Subdivisions, namely Plans 656, 670, 681, 725, 806, 852, 941, 943, 950, 953 and 1365;

AND WHEREAS the Woodland Beach community consists of both permanent and seasonal residences, a community park owned by the Township, Township lands and a small number of business and commercial concerns;

AND WHEREAS there are properties, including the Township park, fronting on the Beach and those properties not fronting on the Beach;

AND WHEREAS each of the parties is desirous of entering into an agreement that guarantees the future use, access, management, improvements and maintenance of the Beach;

AND WHEREAS there is concern that issues of the ownership of the Beach, encroachments or the assumption of municipally owned land will have a negative impact on the Woodland Beach community;

AND WHEREAS it is the objective of each of the parties that the present use, occupation, management and maintenance of the Beach remains the same, respects the historical and customary use of the Beach by the community and Township residents and ensures the status quo will not change;

AND WHEREAS the M.N.R. is responsible for administering the Beds of Navigable Water Act and in general shoreline issues that affect the Beach;

AND WHEREAS the Riparian Owners (being both individual property owners and the Township) are the lawful owners of Woodland Beach which rights were acquired by the common law principle of accretion “(ie any land created or deposited on the shores of a navigable water in this case, Georgian Bay, through the slow and imperceptible movement of the water belongs to the adjacent property owner);”

AND WHEREAS the Back Lot Owners have continuously used the Beach for swimming, bathing, fishing and walking purposes over a period of time in excess of 10 years and have certain rights to continue to use and enjoy and have access to the Beach;

AND WHEREAS there is concern that issues of the ownership of the Beach will have a negative impact on the continued use and enjoyment of the Beach by the Woodland Beach Community as a whole;

AND WHEREAS it is the objective of all parties that they reach a consensus respecting the present use, occupation, management, improvement and maintenance of the Beach that is set out in a long term binding agreement between all of the stakeholders.

NOW THEREFORE, IN CONSIDERATION of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**1.00 BEACH OWNERSHIP**

- 1.01 All parties hereto acknowledge that the Riparian Owners are the lawful owners of the Beach being that portion of land lying between the shores of Nottawasaga Bay and the adjacent property owners Beach Front property or in the case of the Township between any lands owned by the Township and the Shore of Georgian Bay.
- 1.02 The parties further agree that each of the Riparian Owners shall be free at their own cost and expense if they so desire to apply to the Land Registry Office for absolute title to their adjacent Beachfront property at any time in the future if they chose to do so, and that none of the adjacent property owners including the Township, the M.N.R., adjacent Riparian Owners or Back Lot Owners will oppose same provided that title to the Beachfront Lands is subject to right of the Back Lot Owners and other Riparian Beachfront Owners to continue now and in the future to use and enjoy the subject land for swimming and bathing purposes including the right to walk across same and that the subject rights are registered against the title to the property.

**2.00 HISTORIC BEACH RIGHTS**

- 2.01 Notwithstanding the above, the Riparian Owners recognize that both the Back Lot Owners and Riparian Owners have acquired over time the right to use and enjoy the Beach for swimming and bathing purposes including the right to walk across the Riparian Owners Lands. The foregoing reflects a consensus of the beliefs, expectations, standards and principles of the undersigned. Furthermore, the Community motto “take only photographs-leave only footprints” is the basis of good stewardship, which includes the responsibility to respect the ownership and privacy of others, respect the Beach environment and respect all Township bylaws.
- 2.02 The Riparian Owners hereby agree now and in the future that the Back Lot Owners and other Riparian Owners and all their guests shall continue to have the right to use and enjoy the Beach for swimming and bathing purposes including the right to walk across same.

**3.00 MANAGEMENT OF BEACH**

- 3.01 The parties further agree that the Beach shall be managed by the Association who shall have the liberty to make reasonable rules affecting the continued use and maintenance of the

Beach provided that such rules are not inconsistent with the Riparian Owners legal ownership of the Beach, nor any existing legal rights already acquired by each of the parties hereto and provided that nothing herein shall prevent or unreasonably interfere with the Back Lot Owners and other Riparian Owners continually having the right to reasonably use and enjoy the Beach as set out herein. The Association and the Township shall, as soon as practicable enter into a Beach Management Agreement that shall establish a management and maintenance budget, process for making improvements or changes to the Township Park, Township parking and any other matter of consequence to the Township.

- 3.02 The Parties agree that the Township has no need to assume the responsibility of the Beach or to maintain and repair the Beach except as it agrees in the Beach Management Agreement with the Association.

#### **4.00 ENCROACHMENTS**

- 4.01 The parties acknowledge that in some instances property owners landscaping and structures may encroach on Township owned land adjacent to or along the Beach and that these encroachments are subject to the new Township Encroachment Bylaw. The Township agrees that it will exempt Beach property owners from the requirement that they enter into encroachment agreements with the Township and that all existing encroachments shall be entitled to remain.

#### **5.00 ENVIRONMENTAL PROTECTION**

- 5.01 The parties further agree and hereby request that the Beach lands be zoned by the Township as an Environmentally protected EP Zone so that the present natural environment of the Beach may be maintained and no further structures, additions or improvements may be constructed in or upon the Beach without obtaining the approval of the Township and the M.N.R. while at the same recognizing as legal, non-conforming uses the existing structures that presently exist.

#### **6.00 TOWNSHIP PARK**

- 6.01 The parties agree that the Township Park at the end of Lawson Road is a major municipal park to be enjoyed by the residents of Tiny Township. Residents of Tiny Township and their invited guests shall be entitled to use the beach in front of and comprising the park and to enjoy the same rights to the Beach as the Riparian Owners and Back Lot Owners enjoy. The Township agrees that municipal parking shall be limited to \*\*\* permit\*metered parking.

#### **7.0 REGISTRATION OF AGREEMENT**

- 7.01 The parties agree that this Agreement may be registered against title to their property and shall be binding on all future owners.

## **8.0 OTHER DOCUMENTS**

8.01 The parties hereto shall and will cause such meetings to be held, resolutions passed and by-laws enacted and shall sign such further and other papers and documents, and do and perform and cause to be done and performed such further and other acts and things as may be necessary or advisable at any time and from time to time in order to give full effect to this Agreement and every part thereof.

## **9.00 HEIRS AND SUCCESSORS**

9.01 This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

## **10.00 ENTIRETY**

10.01 It is agreed that this written Agreement embodies the entire Agreement of the parties hereto with regard to the matters dealt with herein and that there are no other covenants, representations, warranties, conditions, understandings or collateral agreements, oral or otherwise existing between the parties except as herein expressly set out. No change or modification of this Agreement shall be valid unless in writing signed by each of the parties hereto.

## **11.00 GOVERNING LAW**

11.01 The validity and interpretation of this Agreement and of each clause and part thereof shall be governed by, enforced at and construed in accordance with the laws of the Province of Ontario. If any provision of this Agreement shall be found to be or be deemed to be illegal or invalid, whether in whole or in part, the remainder of the Agreement shall not be affected thereby.

## **12.00 INTERPRETATION**

12.01 The headings set out herein are for convenience only and are not intended to affect the interpretation of this Agreement. The number and gender of the words herein shall be construed to suit the context.

## **13.00 TIME OF ESSENCE**

13.01 Time is of the essence of this Agreement and if either party shall fail to perform the provisions on his part to be performed at the time fixed for the performance thereof under the terms of this Agreement, the other party may thereupon elect to terminate this Agreement.

**14.00 NOTICE**

14.01 Any notice required by this Agreement to be given shall be deemed to have been duly given if given in writing by telex or telefax or delivered directly to the appropriate party or parties or mailed by prepaid regular mail to the address shown on the face of this Agreement or to such other address as any party may notify all other parties from time to time; provided that the giving of notice by delivery shall be effective forthwith and that the giving of notice by telex or telefax shall be effective the next day after sending such telex or telefax and that the giving of notice by mail shall be effective only while the postal services are uninterrupted by postal strike or otherwise and such notice shall be deemed to be effective at 11:00 a.m. on the morning of the fourth day after the date of mailing such notice.

**15.00 FURTHER ASSURANCES**

15.01 Each of the parties shall at the request of the other, execute and deliver such instruments and do and perform such other reasonable acts and things as may be reasonably necessary or desirable in order to effect a complete consummation of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed by the duly authorized persons in that regard under seal this \* day of September, 2004.

SIGNED, SEALED AND DELIVERED )  
in the presence of )

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)  
) The Corporation of the Township of Tiny  
)  
) Per: \_\_\_\_\_  
) (I have authority to bind the  
) Corporation)

