

CANADA

INSTRUMENT OF GRANT

THIS INSTRUMENT HAS THE SAME FORCE AND EFFECT AS IF IT WERE LETTERS PATENT

(Section 5(7), Federal Real Property Act)

ELIZABETH THE SECOND, by the Grace of God of the United Kingdom, Canada, and Her other Realms and Territories, QUEEN, Head of the Commonwealth, Defender of the Faith.

TO ALL TO WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada and are under the Administration of Our Minister of Fisheries and Oceans.

AND WHEREAS authority has been given for the grant of the said lands or the interest therein that is or may be vested in Us in right of Canada to POINTE DU CHENE HARBOUR AUTHORITY INC., a corporation incorporated under the laws of the Province of New Brunswick, having its head office in Point du Chene, in the Province of New Brunswick, hereinafter called the Grantee, at or for the price or sum of One (\$1.00) Dollar.

NOW KNOW YE that We have remised, released and quitted claim and do by these Presents remise, release and quit claim unto the Grantee and its successors and assigns, all the right, title, interest, claim, property, estate and demand both at law and in equity, as well in possession as in expectancy, which We or our heirs or Successors have, or may have, for the use of or in Right of Canada, of, in and to, ALL AND SINGULAR those lands described in Schedule "A" attached.

TO HAVE AND TO HOLD the said lands unto the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF these Presents have been signed and countersigned under the Federal Real Property Act of Canada.

DATED this 18th day of November, 1997.

FOR THE MINISTER OF JUSTICE

FOR THE MINISTER OF FISHERIES AND OCEANS

This instrument purports to be a copy of the original registered or filed in the Westmorland County Registry Office NB
Exemplaire présenté comme copie conforme à l'instrument enregistré ou déposé au bureau d'enregistrement du comté de Westmorland NB
647271 2719 424 Jan. 28/98
number-numéro book-livre page date
See Plans #202247 + 202248

AFFIDAVIT OF CONFIRMATION

CANADA


NOVA SCOTIA

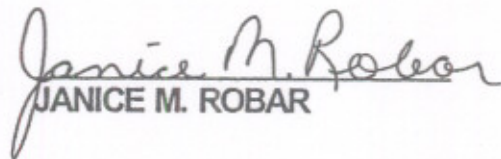
HALIFAX

I, **JANICE M. ROBAR**, of the City of Halifax, in the Province of Nova Scotia, hereby make oath and say:

1. **THAT** I am a Legal Administrative Assistant with Public Works and Government Services;
2. **THAT** the document attached hereto is a true copy of the Instrument of Grant (Quit Claim) executed on behalf of the Minister of Fisheries and Oceans;
3. **THAT** this Instrument of Grant (Quit Claim) has been properly executed by the duly authorized officer of the Crown.

SWORN TO before me at Halifax,
aforesaid, this *15th* day of
November, A.D. 1997.


A Notary Public in and for the
Province of Nova Scotia


JANICE M. ROBAR

SCHEDULE "A" page 1 of 4

Parcel 88-1,
Pointe du Chene, New Brunswick

All that certain lot of land and land covered by water, situated at Pointe du Chene, Parish of Shediac, County of Westmorland, Province of New Brunswick, shown as Parcel 88-1 on Public Works Canada Plan S-1548-W1 dated September 15, 1992, signed by Eric D. Smith, N.B.L.S., filed with New Brunswick Department of Natural Resources and Energy as Number 160-5 and the said Parcel 88-1 being more particularly described as follows:

Beginning at a point (1) situated on the ordinary high water mark (1984) of Shediac Harbour, the said point having co-ordinate values of East 452 395.217 metres and North 772 805.981 metres;

Thence $300^{\circ}-43'-40''$, a distance of 325.807 metres to a point (2);

Thence $287^{\circ}-25'-11''$, a distance of 7.996 metres to a point (12);

Thence $242^{\circ}-07'-00''$, a distance of 22.555 metres to a point (13);

Thence $266^{\circ}-07'-00''$, a distance of 80.315 metres to a point (14);

Thence $358^{\circ}-37'-00''$, a distance of 14.935 metres to a point (15);

Thence $253^{\circ}-37'-00''$, a distance of 41.148 metres to a point (18);

Thence $274^{\circ}-29'-20''$, a distance of 37.368 metres to a point (19);

Thence $184^{\circ}-29'-20''$, a distance of 2.438 metres to a point (20);

Thence $274^{\circ}-29'-20''$, a distance of 79.248 metres to a point (21);

Thence $290^{\circ}-06'-28''$, a distance of 17.678 metres to a point (22);

Thence $12^{\circ}-48'-46''$, a distance of 26.822 metres to a point (23);

Thence $64^{\circ}-29'-20''$, a distance of 4.267 metres to a point (24);

Thence $94^{\circ}-29'-20''$, a distance of 128.016 metres to a point (25);

Thence $19^{\circ}-56'-51''$, a distance of 10.943 metres to a point (26);

Thence $289^{\circ}-32'-12''$, a distance of 134.944 metres to a point (27);

Thence $18^{\circ}-04'-15''$, a distance of 54.559 metres to a point (28);

Thence $109^{\circ}-06'-08''$, a distance of 63.262 metres to a point (29);

Thence $197^{\circ}-36'-50''$, a distance of 15.240 metres to a point (30);

Thence following the arc of a curve to the left having a radius of 23.589 metres, for a distance of 24.929 metres to a point (31), the said point being $138^{\circ}-27'-53''$, a distance of 23.785 metres from the last mentioned point;

Thence $108^{\circ}-11'-20''$, a distance of 153.715 metres to a point (32);

Thence $353^{\circ}-27'-13''$, a distance of 8.586 metres to a point (4);

Thence $33^{\circ}-30'-00''$, a distance of 97.536 metres to a point (5) situated on a line related to Canadian Government Railways Plan Number 6162;

Thence in a generally northerly direction following the said line a distance of 116 metres, more or less, to a point (35), the said point being $5^{\circ}-26'-40''$, a distance of 110.289 metres from the last mentioned point;

Thence $279^{\circ}-54'-40''$, a distance of 308.043 metres to a point (34);

Thence $198^{\circ}-04'-15''$, a distance of 326.853 metres to a point (33);

Thence $102^{\circ}-19'-30''$, a distance of 651.835 metres to a point (36) on the ordinary high water mark (1984) of Shediac Harbour;

Thence in a generally northerly direction following the said high water mark to the Point of Beginning, the said point being $349^{\circ}-07'-30''$, a distance of 7.599 metres from the last mentioned point.

The above described Parcel 88-1 contains an area of 10.54 hectares, more or less. All azimuths, distances and coordinates are grid as referenced to the New Brunswick Stereographic Double Projection. A scale factor of 1.000063 has been applied to all measured distances.

PREPARED BY:	<i>W. H. H. H.</i>
CHECKED BY:	<i>J. R. + H. W.</i>
DATE:	<i>24/07/26</i>
FOR, MANAGER LAND SURVEYS AND INVENTORIES	

PUBLIC WORKS CANADA
PLAN S-1548-W

All that lot, piece or parcel of land and land covered with water situated at Pointe-du-Chene, Parish of Shediac, County of Westmorland, Province of New Brunswick as shown on Public Works Canada Plan S-1548-W, dated September 15, 1992, as signed by Eric D. Smith, New Brunswick Land Surveyor and the said lot, piece or parcel of land and land covered with water being further described as follows:

Beginning at a survey marker (8) situated on a westerly boundary of Railway Avenue and having coordinates of East 452 506.827 metres and North 772 852.177 metres;

Thence $266^{\circ}44'24''$ a distance of 33.834 metres to a survey marker (9);

Thence along the arc of a curve to the right, having a radius of 37.711 metres, a distance of 12.736 metres to a survey marker (10), said survey marker being $276^{\circ}24'51''$ a distance of 12.675 metres from that survey marker last mentioned;

Thence $286^{\circ}05'20''$ a distance of 48.776 metres to a survey marker (11);

Thence $179^{\circ}28'20''$ a distance of 70.513 metres to a survey marker (37);

Thence $300^{\circ}43'40''$ a distance of 347.932 metres to a point (2);

Thence $287^{\circ}25'11''$ a distance of 7.996 metres to a point (12);

Thence $242^{\circ}07'00''$ a distance of 22.555 metres to a point (13);

Thence $266^{\circ}07'00''$ a distance of 80.315 metres to a point (14);

Thence $358^{\circ}37'00''$ a distance of 14.935 metres to a point (15);

Thence $253^{\circ}37'00''$ a distance of 41.148 metres to a point (18);

Thence $274^{\circ}29'20''$ a distance of 37.368 metres to a point (19);

Thence $184^{\circ}29'20''$ a distance of 2.438 metres to a point (20);

Thence $274^{\circ}29'20''$ a distance of 79.248 metres to a point (21);

Thence $290^{\circ}06'28''$ a distance of 17.678 metres to a point (22);

Thence $12^{\circ}48'46''$ a distance of 26.822 metres to a point (23);

Thence $64^{\circ}29'20''$ a distance of 4.267 metres to a point (24);

Thence $94^{\circ}29'20''$ a distance of 128.016 metres to a point (25);

Thence $19^{\circ}56'51''$ a distance of 10.943 metres to a point (26);

Thence $289^{\circ}32'12''$ a distance of 134.944 metres to a point (27);

Thence $18^{\circ}04'15''$ a distance of 54.559 metres to a point (28);

Schedule "A" continued

page 4 of 4

PUBLIC WORKS CANADA
PLAN S-1548-W (cont'd)

Thence $109^{\circ}06'08''$ a distance of 63.262 metres to a point (29);

Thence $197^{\circ}36'50''$ a distance of 15.240 metres to a point (30);

Thence along the arc of a curve to the left, having a radius of 23.589 metres, a distance of 24.929 metres to a point (31), said point being $138^{\circ}27'53''$ a distance of 23.785 metres from that point last mentioned;

Thence $108^{\circ}11'20''$ a distance of 153.715 metres to a point (32);

Thence $353^{\circ}27'13''$ a distance of 8.586 metres to a point (4);

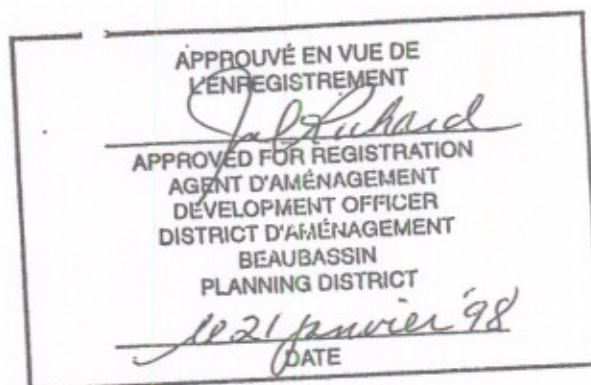
Thence $33^{\circ}30'00''$ a distance of 97.536 metres to a point (5);

Thence following low water ordinary spring tides as taken from Canadian Government Railways Plan No. 6162 in a generally Northeasterly direction, a distance of 207 metres more or less to a point (6), said point being $21^{\circ}17'11''$ a distance of 208.713 metres from that point last mentioned;

Thence $145^{\circ}33'50''$ a distance of 462.686 metres to a point (7) on the ordinary high water mark of Shediac Bay;

Thence $145^{\circ}33'50''$ a distance of 60.328 metres to the Point of Beginning.

The above described lot, piece or parcel of land and land covered with water contains an area of 10.4 hectares, more or less. All azimuths are grid referenced to the New Brunswick Coordinate System. A scale factor of 1.000063 has been applied.



DATED: November 18th, 1997.

647271

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

- and -

POINTE DU CHENE HARBOUR AUTHORITY INC.

CANADA

INSTRUMENT OF GRANT

QUIT CLAIM

THIS INSTRUMENT HAS THE SAME FORCE AND EFFECT
AS IF IT WERE LETTERS PATENT

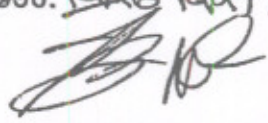
H-3080-388

647272

AGREEMENT

THIS AGREEMENT, made in triplicate this 17th day of June, A.D., 1996. ~~1996~~ 1997.

BETWEEN:



HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Her Majesty") as represented by the Minister of Fisheries and Oceans Canada hereinafter referred to as ("the Minister")

Party of the First Part

- and -

POINTE DU CHENE HARBOUR AUTHORITY INC. (a non-profit body corporate with its head office in Pointe du Chene, New Brunswick) hereinafter referred to as ("the Recipient")

Party of the Second Part

WHEREAS:

- (i) the Minister has administration of real property comprised of wharves, marine structures, waterlots and land located at Pointe du Chene, New Brunswick (the "Lands") a description of which is attached hereto as Schedule "A".
- (ii) On December 6, 1995 by Minute 823348, the Treasury Board of Canada authorized Fisheries and Oceans' ("the Department") Plan to treat the disposal of certain real property related to program review as program devolutions or program transfers, where the Department has an interest in the continued operation of a program by a third party, and where a particular facility has an appraised value of less than \$500,000.
- (iii) In accordance with item (ii) the wharves, marine structures, waterlots and land located at Pointe du Chene will be treated as a program devolution.

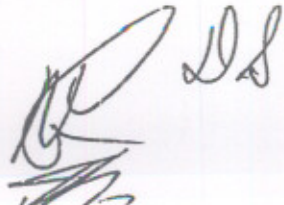
AND WHEREAS the Recipient agrees to purchase the Lands, at or for the price or sum of One Dollar (\$1.00).

NOW THEREFORE this Agreement witnesseth that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada paid by the Recipient to the Minister the receipt of which is hereby acknowledged and in further consideration of conditions set out in this agreement the parties hereto and each of them covenant and agree, the one with the other, as follows:

This instrument purports to be a copy of the original registered or filed in the Westmorland County Registry Office NB

Exemplaire présenté comme copie conforme à l'instrument enregistré ou déposé au bureau d'enregistrement du comté de Westmorland NB

647272 2719 430 Jan. 28/98



1. **DEFINITIONS**

- a. "Recreational Harbour" means any harbour, wharf, pier, breakwater, slipway, marina or part thereof, together with machinery, works, land and structures related or attached thereto, and any other facility, installation, works or part thereof located on or adjacent to water where accommodation or services are provided principally for recreational vessels or the occupants thereof but may also include accomodation or services for fishing vessels.
- b. A "PTA" is a Property Transfer Assessment Checklist. The purpose and scope of a PTA is to conduct a preliminary environmental desk audit of the proposed transaction through telephone interviews and a review of available background information; identify from the collected information if there is any evidence to indicate environmental concerns with the items on the PTA checklist which would affect the transaction. In cases where there is no evidence to suggest environmental concerns, the PTA checklist is signed off.

2. **GENERAL**

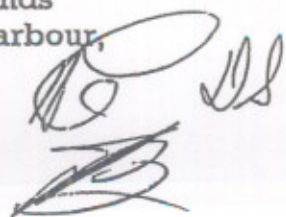
- a. To effect the sale of the Lands, the Minister shall request the Department of Justice to prepare a conveyancing document to be issued pursuant to Section 5(7) of the Federal Real Property Act wherein Her Majesty shall remise, quit claim, release and grant unto the Recipient all the right, title and interest, of Her Majesty in the Lands, any mines and minerals excepted.
- b. (i) The parties understand and agree that there may be certain miscellaneous agreements (the "Agreements") relating to the Lands to which the Minister is a party.
- (ii) Where within 30 days of the Closing, and after reasonable efforts by the Minister, any such Agreement is not assigned, that Agreement may be terminated by the Minister.
- (iii) Where any such Agreement is assigned to the Recipient, the Recipient shall assume all the obligations of Her Majesty with respect to any such Agreement and shall indemnify and shall save harmless Her Majesty, agents, employees and representatives with respect to all obligations of Her Majesty pursuant to such Agreement.
- c. The Recipient agrees to accept possession of the Lands in the condition it is in at the time of Closing.



- d. The Recipient represents and warrants that it has inspected the Lands or caused the Lands to be inspected on its behalf and has made such further investigations and inquiries as are warranted and has entered into this Agreement in reliance upon such inspection and not in reliance upon any representation whether oral, written, or implied and by whosoever made.
- e. Her Majesty makes no representations or warranties expressed or implied as to the condition of the Lands, or as to the suitability of the Lands for any use or purpose.
- f. The Recipient agrees to accept Her Majesty's title to the Lands provided the title is good and free from all encumbrances except as to any municipal by-laws, registered or unregistered rights-of-way, or other registered easements, registered restrictions or covenants that run with the land, and subject to any restrictions and reservations in the original grant from the Crown.
- g. As soon as is possible after the closing, the Recipient agrees to register this Agreement by way of Caveat against the Lands forthwith after registration of the Instrument of Grant conveying the Lands, at the Registry Office for the County of Westmorland.
- h. The Closing shall take place at a time and place and in accordance with an agenda to be agreed upon the parties, but not later than 60 days after execution of this agreement unless agreeable to Her Majesty.
- i. Pursuant to the Municipal Grants Act, Revised Statues of Canada 1985, Chapter M-13 as amended, Her Majesty shall pay all grants in lieu of taxes up to and including the date of closing with respect to the Lands. Following the closing the Recipient will be responsible for all applicable municipal taxes, local improvement rates, water and assessment rates and all other taxes and impositions.

3. COVENANTS OF THE RECIPIENT

- a. Subject to paragraph 1(a), unless written permission is obtained from Her Majesty, the Recipient shall use the Lands as a recreational harbour, for a period of five years following transfer of title to the Recipient. Other uses would be permitted as long as there is no interference with use as a recreational harbour.
- b. In the event that the Recipient ceases to use the Lands or any part thereof for recreational harbour purposes, or in the event that the Recipient proposes to sell or convey any interest in the Lands by way of Deed or Quit Claim Deed, other than a leasehold interest in the Lands supporting the operation of the recreational harbour,



during during the aforementioned five year period, the recipient, the recipient shall pay to Her Majesty the sum of two hundred and two thousand five hundred (\$ 202,500) dollars.

- c. Non compliance with paragraphs 3 (a) or (b) above will give rise to a claim for damages by the Minister.
- d. The Recipient agrees to provide to Her Majesty prior to issuance of the conveyance document referred to in paragraph 2 (a), a certified motion of the Pointe du Chene Harbour Authority Inc. authorizing execution of this agreement and the terms and conditions therein and providing written documentation that the Recipient may hold title to Lands.

4. LIABILITY


Upon issuance of the conveyancing document referred to in paragraph 2 (a) the Recipient shall thereafter be liable for all claims, actions, causes of action, expenses and costs, for losses, damage, injuries or death on the Lands, resulting directly or indirectly from the ownership, occupation or use of the Lands by the Recipient or those for whom the Recipient is responsible.

5. ENVIRONMENT

- a. A Property Transfer Assessment Checklist has been conducted which indicates there is no evidence of any environmental concerns.

6. MISCELLANEOUS

- a. Words importing the singular number may include the plural, and words denoting the masculine gender may include the feminine, if the context so requires.
- b. Time in all respects shall be of the essence of this Agreement and all the provisions hereof.
- c. This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and permitted assigns.
- d. In interpreting this agreement and its clauses the interpretation should be a wide and generous one rather than a narrow and restrictive one.
- e. The recipient shall not assign this Agreement in whole or in part without the prior written consent of Her Majesty.



AFFIDAVITS OF EXECUTION

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

ON THIS 3rd day of December, A.D. 1997, before me, the subscriber personally came and appeared, *John Van Camp*, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Fisheries and Oceans, one of the parties thereto, caused the same to be executed in Her name and on Her behalf by Her duly authorized officers in his presence.

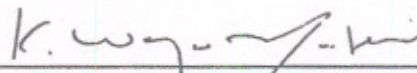
K. W. [Signature]

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX

ON THIS 3rd day of December, A.D. 1997, before me, the subscriber personally came and appeared, John Van Gorp, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **POINTE DU CHENE HARBOUR AUTHORITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf by its duly authorized officers and its corporate seal to affixed thereto in his presence.



A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

Parcel 88-1
Pointe du Chene, New Brunswick

All that certain lot of land and land covered by water, situated at Pointe du Chene, Parish of Shediac, County of Westmorland, Province of New Brunswick, shown as Parcel 88-1 on Public Works Canada Plan S-1548-W1 dated September 15, 1992, signed by Eric D. Smith, N.B.L.S., filed with New Brunswick Department of Natural Resources and Energy as Number 160-5 and the said Parcel 88-1 being more particularly described as follows:

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Thence, $300^{\circ} 43' 40''$, a distance of 325.807 metres to a point (2);

Thence, $287^{\circ} 25' 11''$, a distance of 7.996 metres to a point (12);

Thence, $242^{\circ} 07' 00''$, a distance of 22.555 metres to a point (13);

Thence, $266^{\circ} 07' 00''$, a distance of 90.315 metres to a point (14);

Thence, $358^{\circ} 37' 00''$, a distance of 14.935 metres to a point (15);

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Thence, $274^{\circ} 29' 20''$, a distance of 79.248 metres to a point (21);

.../2

Thence, $290^{\circ} 06' 28''$, a distance of 17.678 metres to a point (22);

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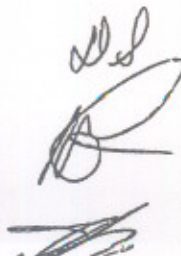
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Thence, $353^{\circ} 27' 13''$, a distance of 8.586 metres to a point (4);

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.../2



Thence, in a generally northerly direction following the said line a distance of 116 metres, more or less, to a point (35), the said point being $5^{\circ} 26' 40''$, a distance of 110.289 metres from the last mentioned point;

Thence, $279^{\circ} 54' 40''$, a distance of 308.043 metres to a point (34);

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Thence, in a generally northerly direction following the said high water mark to the Point of Beginning, the said point being $349^{\circ} 07' 30''$, a distance of 7.599 metres from the last mentioned point..

The above described Parcel 88-1 contains an area of 10.54 hectares, more or less. All azimuths, distances and coordinates are grid as referenced to the New Brunswick Stereographic Double Projection. A scale factor of 1.000063 has been applied to all measured distances.

Reserving to the Crown as represented by the Minister of Natural Resources and Energy, all Coals, also all Gold and Silver and other Mines and Minerals.



PUBLIC WORKS CANADA
PLAN S-1548-W

All that lot, piece or parcel of land and land covered with water situated at Pointe-du-Chene, Parish of Shediac, County of Westmorland, Province of New Brunswick as shown on Public Works Canada Plan S-1548-W, dated September 15, 1992, as signed by Eric D. Smith, New Brunswick Land Surveyor and the said lot, piece or parcel of land and land covered with water being further described as follows:

Beginning at a survey marker (8) situated on a westerly boundary of Railway Avenue and having coordinates of East 452 506.827 metres and North 772 852.177 metres;

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Thence $179^{\circ}28'20''$ a distance of 70.513 metres to a survey marker (37);

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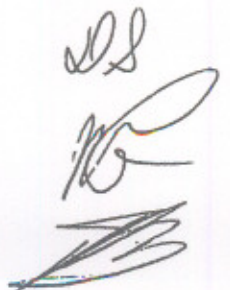
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Thence $289^{\circ}32'12''$ a distance of 134.944 metres to a point (27);

Thence $18^{\circ}04'15''$ a distance of 54.559 metres to a point (28);



PUBLIC WORKS CANADA
PLAN S-1548-W (cont'd)

Thence $109^{\circ}06'08''$ a distance of 63.262 metres to a point (29);

Thence $197^{\circ}36'50''$ a distance of 15.240 metres to a point (30);

Thence along the arc of a curve to the left, having a radius of 23.589 metres, a distance of 24.929 metres to a point (31), said point being $138^{\circ}27'53''$ a distance of 23.785 metres from that point last mentioned;

Thence $108^{\circ}11'20''$ a distance of 153.715 metres to a point (32);

Thence $353^{\circ}27'13''$ a distance of 8.586 metres to a point (4);

Thence $33^{\circ}30'00''$ a distance of 97.536 metres to a point (5);

Thence following low water ordinary spring tides as taken from Canadian Government Railways Plan No. 6162 in a generally Northeasterly direction, a distance of 207 metres more or less to a point (6), said point being $21^{\circ}17'11''$ a distance of 208.713 metres from that point last mentioned;

Thence $145^{\circ}33'50''$ a distance of 462.686 metres to a point (7) on the ordinary high water mark of Shediac Bay

Thence $145^{\circ}33'50''$ a distance of 60.328 metres to the Point of Beginning.

The above described lot, piece or parcel of land and land covered with water contains an area of 10.4 hectares, more or less. All azimuths are grid referenced to the New Brunswick Coordinate System. A scale factor of 1.000063 has been applied.

