

LRO # 59 Transfer Easement

Received as SN573742 on 2018 11 30 at 13:19

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 13

Properties			
PIN	64409 - 0063	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PCL 7-1 SEC 59-HUMBERSTONE-1; PT LT 7 CON 1 HUMBERSTONE; PT LT 8 CON 1 HUMBERSTONE PT 1, 59R4991; PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	490 EMPIRE ROAD PORT COLBORNE		
PIN	64169 - 0020	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE; PT LT 6 CON 1 HUMBERSTONE PT 10, 11, 12, 13, 14, 15, 59R5042; PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	490 EMPIRE ROAD PORT COLBORNE		
PIN	64169 - 0284	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PT LTS 3-5 CON 1 HUMB & PT RDAL BTN LTS 4 & 5 CON 1 HUMB (AS CLOSED BY BYLAWRO463811), PTS 5, 6, 7 & 8, 59R5042 EXCEPT PT 1, 59R13714; PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	490 EMPIRE ROAD PORT COLBORNE		
PIN	64169 - 0086	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE PT 9, 59R5042; PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	490 EMPIRE ROAD PORT COLBORNE		
PIN	64169 - 0090	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, PART OF LOT 5, CONCESSION 1 HUMBERSTONE, DESIGNATED AS PART 1, PLAN 59R-16102; PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	PORT COLBORNE		
PIN	64169 - 0001	LT	Interest/Estate Easement <input checked="" type="checkbox"/> Add Easement
Description	SERVIENT LANDS: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, CONCESSION 1 HUMBERSTONE, DESIGNATED AS PART 1, PLAN 59R-16103, PORT COLBORNE		
	DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE		
Address	PORT COLBORNE		

Consideration	
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Consideration \$2.00

**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

Name SSI PROPERTY GP INC.  
Address for Service c/o Sun Communities, Inc.  
27777 Franklin Road, Suite 200  
Southfield, MI 48034  
Attention: Tom O'Branovic

I, Jonathan Colman, Executive Vice President, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Transferee(s)****Capacity****Share**

Name THE CORPORATION OF THE CITY OF PORT COLBORNE Firm Name  
Address for Service 66 Charlotte Street  
Port Colborne, ON L3K 3C8  
Attention: Chief Administrative Officer

**Statements**

Schedule: See Schedules

**Signed By**

Ngina Margaret Treffry 199 Bay Street, Suite 4000 acting for Signed 2018 11 30  
Toronto Transferor(s)  
M5L 1A9

Tel 416-863-2400

Fax 416-863-2653

I have the authority to sign and register the document on behalf of the Transferor(s).

David Michael Willer 40 Queen St., PO Box 1360 acting for Signed 2018 11 30  
St. Catharines Transferee(s)  
L2R 6Z2

Tel 905-688-6655

Fax 905-688-5814

I have the authority to sign and register the document on behalf of the Transferee(s).

**Submitted By**

SULLIVAN MAHONEY LLP 40 Queen St., PO Box 1360 2018 11 30  
St. Catharines  
L2R 6Z2

Tel 905-688-6655

Fax 905-688-5814

**Fees/Taxes/Payment**

Statutory Registration Fee \$64.40  
Provincial Land Transfer Tax \$0.00  
Total Paid \$64.40

**File Number**

Transferor Client File Number : 13146/5 CAH/NGI

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**LAND TRANSFER TAX STATEMENTS**

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In the matter of the conveyance of: 64409 - 0063 SERVIENT LANDS: PCL 7-1 SEC 59-HUMBERSTONE-1; PT LT 7 CON 1 HUMBERSTONE; PT LT 8 CON 1 HUMBERSTONE PT 1, 59R4991; PORT COLBORNE

DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE

64169 - 0020 SERVIENT LANDS: PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE; PT LT 6 CON 1 HUMBERSTONE PT 10, 11, 12, 13, 14, 15, 59R5042; PORT COLBORNE

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64169 - 0284 SERVIENT LANDS: PT LTS 3-5 CON 1 HUMB & PT RDAL BTN LTS 4 & 5 CON 1 HUMB (AS CLOSED BY BYLAW R0463811), PTS 5, 6, 7 & 8, 59R5042 EXCEPT PT 1, 59R13714; PORT COLBORNE

DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE

64169 - 0086 SERVIENT LANDS: PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE PT 9, 59R5042; PORT COLBORNE

DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE

64169 - 0090 SERVIENT LANDS: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, PART OF LOT 5, CONCESSION 1 HUMBERSTONE, DESIGNATED AS PART 1, PLAN 59R-16102; PORT COLBORNE

DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE

64169 - 0001 SERVIENT LANDS: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7, CONCESSION 1 HUMBERSTONE, DESIGNATED AS PART 1, PLAN 59R-16103, PORT COLBORNE

DOMINANT LANDS: PART OF PIN 64169-0090, FIRSTLY: PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5 CONCESSION 1 HUMBERSTONE LYING SOUTH OF BEACH ROAD, SAVE AND EXCEPT PART 5, PLAN 59R-5042, SAVE AND EXCEPT PART 1, PLAN 59R-16102 AND SECONDLY: PART OF LOT 5 CONCESSION 1 HUMBERSTONE AS IN HU7414, BEING EMPIRE ROAD, PORT COLBORNE

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BY: SSI PROPERTY GP INC.

TO: THE CORPORATION OF THE CITY OF PORT COLBORNE Firm Name

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1. JOHN MALONEY, MAYOR AND CARRIE MCINTOSH, DEPUTY CLERK

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☒ (d) The authorized agent or solicitor acting in this transaction for THE CORPORATION OF THE CITY OF PORT COLBORNE described in paragraph(s) (c) above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for \_\_\_\_\_ described in paragraph(s) ( ) above.
- ☐ (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

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3. The total consideration for this transaction is allocated as follows:

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**LAND TRANSFER TAX STATEMENTS**

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4.

Explanation for nominal considerations:

o) Transfer of easement or right of way for no consideration.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.

2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:

3. (b) This is not a conveyance of "designated land".

4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.

5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer Easement  
LRO 59 Registration No. SN573742 Date: 2018/11/30

B. Property(s):

PIN 64409 - 0063	Address 490 EMPIRE ROAD	Assessment -
	PORT COLBORNE	Roll No
PIN 64169 - 0020	Address 490 EMPIRE ROAD	Assessment -
	PORT COLBORNE	Roll No
PIN 64169 - 0284	Address 490 EMPIRE ROAD	Assessment -
	PORT COLBORNE	Roll No
PIN 64169 - 0086	Address 490 EMPIRE ROAD	Assessment -
	PORT COLBORNE	Roll No
PIN 64169 - 0090	Address PORT COLBORNE	Assessment -
		Roll No
PIN 64169 - 0001	Address PORT COLBORNE	Assessment -
		Roll No

C. Address for Service: 66 Charlotte Street  
Port Colborne, ON L3K 3C8  
Attention: Chief Administrative Officer

D. (i) Last Conveyance(s):

PIN 64409 - 0063	Registration No.	SN379924
PIN 64169 - 0020	Registration No.	SN379924
PIN 64169 - 0284	Registration No.	SN379924
PIN 64169 - 0086	Registration No.	SN379924
PIN 64169 - 0090	Registration No.	HU7414
PIN 64169 - 0001	Registration No.	

(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes ☐ No ☒ Not known ☐

E. Tax Statements Prepared By: David Michael Willer  
40 Queen St., PO Box 1360  
St. Catharines L2R 6Z2

## BEACH ACCESS EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Easement Agreement**”) is dated as of the 30<sup>th</sup> day of November, 2018.

B E T W E E N:

**THE CORPORATION OF THE CITY OF PORT  
COLBORNE**

(hereinafter called the “**City**”)

OF THE FIRST PART;

- and -

**SSI PROPERTY GP INC.**

(hereinafter called “**Sun**”)

OF THE SECOND PART.

### WHEREAS:

A. Sun is the registered owner of the lands and premises legally described in *Schedule A* attached hereto (the “**Sherkston Lands**”) upon which it presently conducts the business of a beach resort, campground and recreational vehicle park, together with related amenities;

B. The Sherkston Lands include: (i) all of the lands described in PIN 64169-0284 (LT), being Part Lots 3-5 Concession 1 Humberstone & Part of the Road Allowance between Lots 4 & 5 Concession 1 Humberstone (as closed by By-law RO463811), designated as Parts 5, 6, 7 & 8, Plan 59R5042, except Part 1, 59R13714; subject to Part 8, 59R5042 as in LT44646; subject to LT67377, Port Colborne; (ii) all of the lands described in PIN 64169-0086(LT), being Parcel 3-1 Section 59-Humberstone-1; Part of Lot 5 Concession 1 Humberstone designated as Part 9, Plan 59R5042, subject to LT67377, Port Colborne; (iii) part of the lands described in PIN 64169-0090(LT), being the closed road allowance legally described as Part of the Road Allowance between Lots 4 and 5, Part of Lot 5, Concession 1 Humberstone, designated as Part 1, Plan 59R-16102, Port Colborne; (iv) all of the lands described in PIN 64169-0020 (LT), being Parcel 3-1 Section 59-Humberstone-1; Part Lot 5 Concession 1 Humberstone; Part Lot 6 Concession 1 Humberstone designed as Parts 10, 11, 12, 13, 14, 15, Plan 59R5042, subject to Part 10, 59R5042, in favour of all those entitled thereto, over, along and upon Part Lot 5 Concession 1, Humberstone as in RO374845, subject to LT67377, Port Colborne; (v) part of the lands described in PIN 64169-0001(LT), being the closed road allowance legally described as Part of

the Road Allowance between Lots 6 and 7, Concession 1 Humberstone, designated as Part 1, Plan 59R-16103, Port Colborne; and (vi) all of the lands described in PIN 64409-0063 (LT), being Parcel 7-1 Section 59-Humberstone-1; Part Lot 7 Concession 1 Humberstone; Part Lot 8 Concession 1 Humberstone, designated as Part 1, Plan 59R4991, subject to LT67377, Port Colborne (collectively, the “**Burdened Lands**”);

C. The City is the registered owner of the lands legally described as Firstly: Part of the Road Allowance Between Lots 4 and 5 Concession 1 Humberstone Lying South of Beach Road, save and except Part 5, Plan 59R-5042, save and except Part 1, Plan 59R-16102 and Secondly: Part of Lot 5 Concession 1 Humberstone as in HU7414, being Empire Road, Port Colborne, all being part of PIN 64169-0090 (LT) (collectively, the “**Benefitting Lands**”); and

D. Sun has agreed to transfer in favour of the City and its Invitees (as defined in Section 3 below) a non-exclusive easement in perpetuity for the purpose of permitting pedestrian access, ingress, egress and passage over, along and upon the Burdened Lands from the Benefitting Lands to the lands and premises described in **Schedule B** attached hereto (the “**Beach Lands**”), and from the Beach Lands to the Benefitting Lands, subject to the terms and conditions of this Easement Agreement,

NOW THEREFORE, IN CONSIDERATION of TWO DOLLARS (\$2.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Sun hereby transfers in favour of the City and its Invitees (as defined Section 3 below) a non-exclusive easement in perpetuity (the “**Easement**”) for the purpose of permitting pedestrian access, ingress, egress and passage over, along and upon the Burdened Lands from the Benefitting Lands to the Beach Lands, and from the Beach Lands to the Benefitting Lands, subject to the terms and conditions of this Easement Agreement.
2. Notwithstanding that the Easement is expressed as an easement over, along and upon the entirety of the Burdened Lands, the use of the Easement shall be expressly restricted only to the paved roadways within the Burdened Lands that are designated as Empire Road, Elcan Highway and Wyldewood Beach Road and any connecting paved roadways or pathways that directly link Empire Road with Wyldewood Beach Road (the “**Designated Roadways**”).
3. For the purposes of this Easement Agreement, “**Invitees**” means individuals whose names are set out on a City of Port Colborne realty tax bill, Ontario government-issued driver’s licence or Ontario government-issued health card containing an address within the Canadian postal code “L0S 1R0”. If the Canadian postal code “L0S 1R0” is changed to or replaced by another postal code or to another postcode sequence or system, then references in this Easement Agreement to the Canadian postal code “L0S 1R0” will be automatically amended to refer to the changed or replaced postal code or to the new postcode sequence or system replacing the former Canadian postal code “L0S 1R0”.
4. The rights of the City and the Invitees (collectively, the “**Benefitting Parties**”) under this Easement Agreement are subject to the following terms and conditions:

- (a) the use of the Easement is restricted to pedestrian access, ingress, egress and passage only, and the Easement may not be used for any other purpose;
  - (b) the use of the Easement is restricted to the Benefitting Parties only, and the Easement may not be used by any other persons;
  - (c) the use of the Easement is restricted to the dates and hours of operation of the business conducted by Sun on the Sherkston Lands, and the Easement may not be used at any other time;
  - (d) prior to being able to use the Easement in any calendar year, each Benefitting Party must register at the main office of the business conducted by Sun at the Sherkston Lands and must agree to be bound by all of the rules and regulations governing the business conducted by Sun at the Sherkston Lands;
  - (e) the use of the Designated Roadways by the Benefitting Parties shall be in common with Sun and its tenants, subtenants, invitees, customers, guests, licensees, agents, contractors, subcontractors, employees and other persons permitted to use the Designated Roadways by Sun from time to time;
  - (f) the Benefitting Parties shall not have access to any other lands, buildings, services or amenities at the Sherkston Lands other than the Designated Roadways, unless otherwise agreed by Sun in writing; and
  - (g) Sun shall be entitled at any time and from time to time to close or restrict access to all or any part of the Designated Roadways for the purpose of effecting any repairs, maintenance or servicing, or for the purpose of re-routing any of the roadways within the Burdened Lands, as Sun may determine to be necessary or advisable, provided in each case that a similar alternative means of pedestrian access from the Benefitting Lands to the Beach Lands and from the Beach Lands to the Benefitting Lands is provided by Sun for the duration of such closure or restricted access.
5. Sun covenants not to mortgage or charge its interest in the Burdened Lands or any part thereof to any person or entity (a “**Mortgagee**”) unless the Mortgagee executes and delivers to the City contemporaneously with such charge or mortgage an agreement with the City, in a form satisfactory to the City acting reasonably, wherein the Mortgagee agrees to perform and be bound by the obligations of Sun under this Easement Agreement, but only for so long as the Mortgagee is in ownership, possession or control of the Burdened Lands.
6. Sun covenants not to transfer or otherwise dispose of its interest in the Burdened Lands or any part thereof to any person or entity (a “**Transferee**”) unless the Transferee executes and delivers to the City contemporaneously with such transfer an agreement with the City, in a form satisfactory to the City acting reasonably, wherein the Transferee agrees to perform and be bound by the obligations of Sun under this Easement Agreement.

7. Any notice, demand, request or other communication (the “**Communication**”) to be given in connection with this Easement Agreement shall be given in writing and shall be given by personal delivery or by mailing by registered mail with postage thereon, fully prepaid in a sealed envelope addressed to the intended recipient as follows:

a. to Sun at:

c/o Sun Communities, Inc.  
27777 Franklin Road, Suite 200  
Southfield, MI 48034  
Attn: Tom O’Branovic

b. to the City at:

66 Charlotte Street  
Port Colborne, ON L3K 3C8

Attention: Chief Administrative Officer

or to such other addresses or individuals as may be designated by a Communication given by one of the parties to the other party as aforesaid. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of the actual delivery thereof, and if given by registered mail, on the third business day following the deposit thereof in the mail. In the event of a strike or other disruption in the postal service, any such Communication shall not be mailed but given by personal delivery.

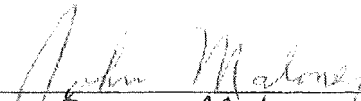
8. The provisions of this Easement Agreement shall enure to the benefit of and be binding upon the successors and assigns of each party.
9. This Easement Agreement may be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement.
10. Each of the parties shall from time to time hereafter and upon any reasonable request of the other party, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Easement Agreement.
11. This Easement Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province and shall be treated, in all respects, as an Ontario contract.

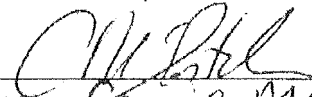
[next page signature page]



IN WITNESS WHEREOF the parties have executed this Agreement.

**THE CORPORATION OF THE CITY OF  
PORT COLBORNE**

By:   
Name: John Maloney  
Title: Mayor

By:   
Name: Carrie McIntosh  
Title: Deputy Clerk

We have authority to bind the City.

**SSI PROPERTY GP INC.**

By: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation.

IN WITNESS WHEREOF the parties have executed this Agreement.

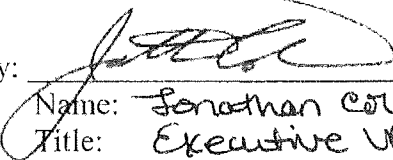
**THE CORPORATION OF THE CITY OF  
PORT COLBORNE**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

We have authority to bind the City.

**SSI PROPERTY GP INC.**

By:  \_\_\_\_\_  
Name: Jonathan Colman  
Title: Executive VP

I have authority to bind the Corporation.

**SCHEDULE A**  
**SHERKSTON LANDS**

64169-0020(LT)

PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE: PT LT 6 CON 1 HUMBERSTONE PT 10, 11, 12, 13, 14, 15, 59R5042; S/T PT 10, 59R5042, IN FAVOUR OF ALL THOSE ENTITLED THERETO, OVER, ALONG AND UPON PT LT 5 CON 1, HUMBERSTONE AS IN RO374845; S/T LT67377 PORT COLBORNE

64169-0084(LT)

PT LT 5 CON 1 HUMBERSTONE AS IN RO490899; S/T RO571877 PORT COLBORNE

64169-0086(LT)

PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 5 CON 1 HUMBERSTONE PT 9, 59R5042 ; S/T LT67377 PORT COLBORNE

64169-0089(LT)

PT LT 5 CON 1 HUMBERSTONE AS IN RO706065; PORT COLBORNE

64169-0284(LT)

PT LTS 3-5 CON 1 HUMB & PT RDAL BTN LTS 4 & 5 CON 1 HUMB (AS CLOSED BY BYLAW RO463811), PTS 5, 6, 7 & 8, 59R5042 EXCEPT PT 1, 59R13714; S/T PT 8, 59R5042 AS IN LT44646; S/T LT67377; PORT COLBORNE

64170-0010(LT)

PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 4 CON 1 HUMBERSTONE PT 3, 59R5042 ; S/T LT67377 PORT COLBORNE

64170-0012(LT)

PCL 3-1 SEC 59-HUMBERSTONE-1; PT LT 4 CON 1 HUMBERSTONE PT 4, 59R5042 ; S/T LT67377 PORT COLBORNE

64409-0063(LT)

PCL 7-1 SEC 59-HUMBERSTONE-1; PT LT 7 CON 1 HUMBERSTONE; PT LT 8 CON 1 HUMBERSTONE PT 1, 59R4991; S/T LT67377 PORT COLBORNE

64474-0002(LT)

PCL BED OF LAKE ERIE-1 SEC CL9320; PT BED OF LAKE ERIE IN FRONT LOT 5 CON  
1 HUMBERSTONE PT 1 59R9347 AS IN CROWN GRANT LT111610; PORT COLBORNE

Part of PIN 64169-0001(LT)

PART OF THE ROAD ALLOWANCE BETWEEN LOTS 6 AND 7 CONCESSION 1  
HUMBERSTONE, BEING PART 1, PLAN 59R-16103; PORT COLBORNE

Part of PIN 64169-0090 (LT)

PART OF THE ROAD ALLOWANCE BETWEEN LOTS 4 AND 5, PART OF LOT 5  
CONCESSION 1 HUMBERSTONE: BEING PART 1, PLAN 59R-16102; PORT COLBORNE

## **SCHEDULE B**

### **BEACH LANDS**

#### **Firstly**

The shoreline of Lake Erie consisting of beachfront at the southern limit of the lands registered in the name of Sun and legally described as:

- (a) Parcel 7-1 Section 59-Humberstone-1; Part Lot 7 Concession 1 Humberstone; Part Lot 8 Concession 1 Humberstone, designated as Part 1, on Plan 59R4991; subject to LT67377; Port Colborne, being all of PIN 64409-0063 (LT);
- (b) Parcel 3-1 Section 59-Humberstone-1; Part Lot 5 Concession 1 Humberstone; Part Lot 6 Concession 1 Humberstone, designated as Parts 10, 11, 12, 13, 14, 15 on Plan 59R5042; subject to Part 10, 59R5042, in favour of all those entitled thereto, over, along and upon Part Lot 5 Concession 1, Humberstone as in RO374845, subject to LT67377 Port Colborne, being all of PIN 64169-0020 (LT);
- (c) Part Lots 3-5 Concession 1 Humberstone & Part Road allowance between Lots 4 & 5 Concession 1 Humberstone (AS CLOSED BY BYLAW RO463811), designated as Parts 5, 6, 7 & 8 on Plan 59R5042 except Part 1, 59R13714; subject to Part 8, 59R5042 as in LT44646; subject to LT67377; Port Colborne, being all of PIN 64169-0284 (LT);
- (d) Closed road allowance legally described as Part of the Road Allowance between Lots 4 and 5, Part of Lot 5, Concession 1 Humberstone, designated as Part 1, Plan 59R-16102, Port Colborne, being part of PIN 64169-0090(LT); and
- (e) Closed road allowance legally described as Part of the Road Allowance between Lots 6 and 7, Concession 1 Humberstone, designated as Part 1, Plan 59R-16103, Port Colborne, being part of PIN 64169-0001(LT).

#### **Secondly**

The shoreline of Lake Erie consisting of beachfront at the northern limit of the lands registered in the name of Sun and legally described as Parcel bed of Lake Erie-1 Section CL9320; Part Bed of Lake Erie in front Lot 5 Concession 1 Humberstone Part 1 59R9347 as in Crown Grant LT111610; Port Colborne, being all of PIN 64474-0002 (LT).