

LOA #3053849-A

March 16, 2018

Send by Email

Patricia Richards, Chairperson
SATA Trails Society
1050 East Chezzetcook Road
Chezzetcook NS B0J 1N0
Email: patricia.richards@bellaliant.net

Dear Ms. Richards:

Re: Multi-use, Non-motorized Recreational Trail on Crown Lands from the Rail Corridor Junction at East Chezzetcook Road to the Rail Corridor Junction at Highway #107, Halifax County

The purpose of this letter of authority (LOA) is to provide SATA Trails Society ("SATA"), its agents and independent contractors, authority from the Department of Natural Resources ("DNR") pursuant to the *Crown Lands Act*, to construct, maintain and operate a multi-use, non-motorized recreational trail and related facilities on a portion of Crown lands in Halifax County, shown in bold line on the attached map marked Schedule "A" ("the Trail").

Construction, maintenance and operation of the Trail must be carried out in accordance with the following terms and conditions:

1. This LOA supersedes and replaces the temporary LOA #3325623 issued to SATA on April 26, 2017 for access to Crown lands to perform repairs to three existing, steel-plated bridges along the abandoned CN rail corridor between the Head of Chezzetcook and Gaetz Brook, Halifax County, and for no other purpose.
2. This LOA authorizes entry on the Crown Lands for the construction, maintenance and operation of a multi-use, non-motorized recreation trail being the former abandoned CN rail corridor; and including sections of PID 40603169 beginning at the rail corridor junction at East Chezzetcook Road and ending at the rail corridor junction at Highway #7, Halifax County.
3. This LOA permits:
 - the construction, operation and maintenance of an active tread/trail of up to 5 metres in width;
 - a clearing on both sides of the active tread to allow for removal of brush, woody debris and other hazards; the clearing width is to be maintained for a safe sightline for all trail users;

- to maintain the active tread by repairing eroded and wet conditions by filling-in or hardening through the addition and or use of imported or existing materials to create a dry, firm and smooth travel surface.
4. Unless terminated or suspended, this LOA is valid for one year and shall be automatically renewed annually.
 5. DNR may terminate or suspend this LOA at any time for any reason whatsoever by notifying SATA at its last known address. DNR will not be responsible for any costs incurred by SATA should this LOA be terminated or suspended.
 6. SATA may terminate or suspend this LOA, for any reason whatsoever, provided 30 days' notice is given to DNR, PO Box 698, Halifax, NS, B3J 2T9.
 7. SATA is required to cease work and contact the Director, Heritage Division, Nova Scotia Department of Communities, Culture and Heritage immediately upon discovery of an archaeological artifact or site discovered while conducting the work authorized under this LOA.
 8. In the event that this LOA is terminated DNR may, at its sole option and discretion, request that SATA remove any or all of the fixtures, buildings, signage, structures, facilities and works which have been installed by SATA on or adjacent to the Trail and restore the site to a condition as approved by DNR. Any such fixtures, buildings, signage, structures, facilities or works which are not removed within the specified time period for removal shall become the property of the Province of Nova Scotia and no compensation shall be payable to SATA for such fixtures, buildings, etc.
 9. DNR may close the Trail or any specific portion of the Trail or related site or facility within the Trail, for a period which may be specified or indefinite, for any reason whatsoever. SATA shall promptly cooperate in the closure of the Trail or the specific portion of the Trail or related site or facility within the Trail. DNR shall not be liable for any damage, expense or loss that SATA may incur as a result of the closure.
 10. SATA must contact DNR's Area Manager, at (902) 889-4215 in the following situations:
 - prior to opening any portion of the Trail for public use, to arrange for the Trail and related facilities to be inspected and approved; and
 - to have the contents of all identification, informational, interpretive, regulatory, and directional signs and notices approved.
 11. SATA must contact DNR's Area Manager in the following situations:
 - to review structural assessments, completed by a qualified engineer, indicating the general condition of all bridge structures and box culverts which have a span greater than 2.0 metres, in accordance with the following schedule:
 - before the Trail and related facilities are opened to the public; and
 - at intervals which do not exceed five years for any structure; and

- whenever a regular inspection of the Trail and related facilities reveals a change in the integrity of a particular structure;
- The assessments shall indicate the capability of the structures to carry their intended loads, overall condition of the structures, remaining life expectancy and recommended short term and long term maintenance;
- to submit a detailed sketch for review and approval showing the proposed work including the size and type of materials to be used for the repair of any bridge which:
 - has a total span which is less than 15.0 metres;
 - has decking which does not exceed a height of 3.0 metres above the ground; and
 - only requires the addition of railings and decking and does not require structural repairs to make the bridge capable of carrying intended loads;
 - to submit a stamped drawing for review and approval, prepared by an approved engineer for the repair of any bridge or culvert which has a span greater than 2.0 metres and exceeds the criteria outlined above.
 - all water crossing structures (bridges) are to be compliant with DNR Trail Bridge Construction Standards and Guidelines.
12. SATA must consult with the DNR, Area Manager for information regarding the creation of a plan to mitigate the potential problem of exposing acid generating rocks in the course of removing vegetation, levelling, ditching or installing culverts.
13. It is the responsibility of SATA to obtain all permits, authorizations or permissions required from the appropriate federal, provincial or municipal authorities and any groups or individuals to conduct the work authorized under this LOA, and the signature(s) on this LOA confirms SATA's agreement to indemnify and hold harmless Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees from any and all liability arising from the failure to obtain such permits, authorizations and permissions. DNR does not, by the fact of issuing this LOA, covenant or provide any assurance that any other required approvals or authorizations will be issued by the Province of Nova Scotia, any other level of government, or other body. Failure to obtain and keep current such approvals and permits will be considered a breach of the terms of this LOA.
14. SATA is responsible for posting signs:
- at the usual points of access to the Trail;
 - at all road crossings to warn trail users and road users; and
 - at any hazard (hidden, unexpected danger) encountered on the Trail.
15. Prior to the opening of the Trail to the public, SATA must erect signs to indicate that the lands are a trail and advise of any restrictions or permitted and prohibited.
17. DNR is not responsible for the cost of maintaining or operating any trails or related facilities within the Crown Lands.

18. The maintenance and operation of the Trail and related facilities as authorized herein must not interfere with or impede others who have existing rights with respect to the Crown Lands.
19. SATA shall ensure the Trail and any related structures, facilities and like works forming part of the Trail are properly maintained in a good and workmanlike manner. In particular, SATA shall ensure the placement and replacement or repair, as necessary, of signage and structures to ensure proper and safe use of the Trail and related facilities. DNR reserves the right to inspect the Trail and related facilities for hazardous conditions at any time. SATA shall, at its own expense, perform such repairs or do such work as may be requested by DNR to correct such conditions.
20. SATA, its agents and independent contractors, must at all times comply with any applicable federal, provincial and municipal laws, regulations, permits and approvals including, but not limited to, environmental, labor, industrial, safety standards, public health, fire and in particular SATA must comply with Chapter 7 of the Revised Statutes of Nova Scotia, 1996, the *Occupational Health and Safety Act and Regulations* and if required, register under and comply with all of the provisions of Chapter 10, the Revised Statutes of Nova Scotia 1994-1995, the *Workers Compensation Act*.
21. Without limiting the generality of clause 20, SATA must:
 - fully comply with the *Occupational Health and Safety Act* or any successor legislation;
 - obtain the appropriate permit from the Nova Scotia Department of Transportation and Infrastructure Renewal (TIR) for any maintenance of the Trail and related facilities which occurs within 100 metres of the centre line of a public highway, or within 60 metres of the limit of a controlled access highway. No work is permitted on any existing "K" class roads unless the appropriate permit is obtained from TIR;
22. SATA agrees that it is responsible for ensuring that the Trail and related facilities authorized by this LOA are maintained in a manner suitable for the uses authorized pursuant to this LOA and as such is considered to be an "occupier" for the purposes of the *Occupiers' Liability Act*.
23. SATA will, in cooperation with DNR, determine any conditions necessary for the safe use and operation of the Trail and related facilities, and shall take all measures required in that regard including but without limiting the foregoing, the placement of signage, barriers and warnings, identification of dangerous areas (including but not limited to mine workings or mineral exploration sites), the clearance of obstructions (whether on the trail or overhead), marking the boundaries of the Trail, determining rules and determining and undertaking a regular schedule of inspections.
24. Where DNR has advised SATA of a pre-existing authorized use of the Crown Lands, SATA shall be responsible for taking such pre-existing

authorized uses into account when determining its responsibilities pursuant to clause 22.

25. SATA shall make reasonable efforts to ensure the Trail and related facilities are kept free from litter arising from its use of the lands.
26. SATA shall not cause any nuisance or damage to adjacent lands, whether Crown or privately owned.
27. Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources, agents and employees shall not be liable for any injury or damage (including death) to the person or for the loss of or damage to the property of SATA attributable in any way to the performance of any act under this LOA.
28. SATA shall at all times indemnify and save harmless Her Majesty the Queen in right of the Province of Nova Scotia, the Minister of Natural Resources the Minister of Natural Resources, agents and employees from and against all claims, demands, losses, costs, debts, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, or from anything done or omitted by SATA, in any manner based upon, occasioned by or attributable to the execution of this LOA, unless such claims, etc., result from the negligence of any officer, employee or agent of the Minister while acting within the scope of his or her duty or employment.
29. SATA agrees to provide and maintain, at its own expense, during the term of this LOA, General Liability Insurance covering bodily injury, personal injury or death to any person, and property damage, with the Province of Nova Scotia named as an additional insured party. The minimum limit of coverage shall be not less than \$2,000,000 with respect to each occurrence or accident and:
 - All such insurance policies shall be endorsed to provide a minimum advance written notice to DNR of not less than 30 days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made to DNR by the Insurer.
 - SATA shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies.
 - SATA shall be responsible for payment of any deductible payable with respect to such insurance policies.
30. Details of claims or other proceedings brought against the SATA with respect to the Trail or related facilities are to be immediately reported to DNR.
31. This LOA does not authorize the SATA's, its agents and independent contractors to do any work within the limits of a public highway.

To signify acceptance of the terms and conditions contained herein please have the attached duplicate of this LOA countersigned by the authorized signing officers of SATA and returned to the attention of Samantha Hines, Land Administration Officer, Land Administration Division, DNR, at the above address. The permission given in this LOA is not in effect until the duplicate copy of this document is signed and returned to our office.

Sincerely,



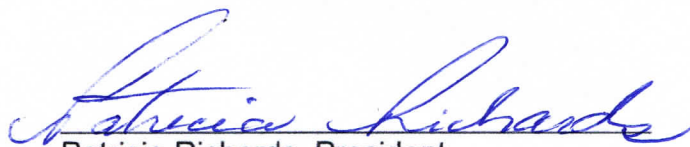
Melanie Cameron, BSc. (Hons), LLB
Acting/Director, Land Administration

c Darrell Comeau, DNR
Patrick Lynch, DNR
Doug Oliver, DNR

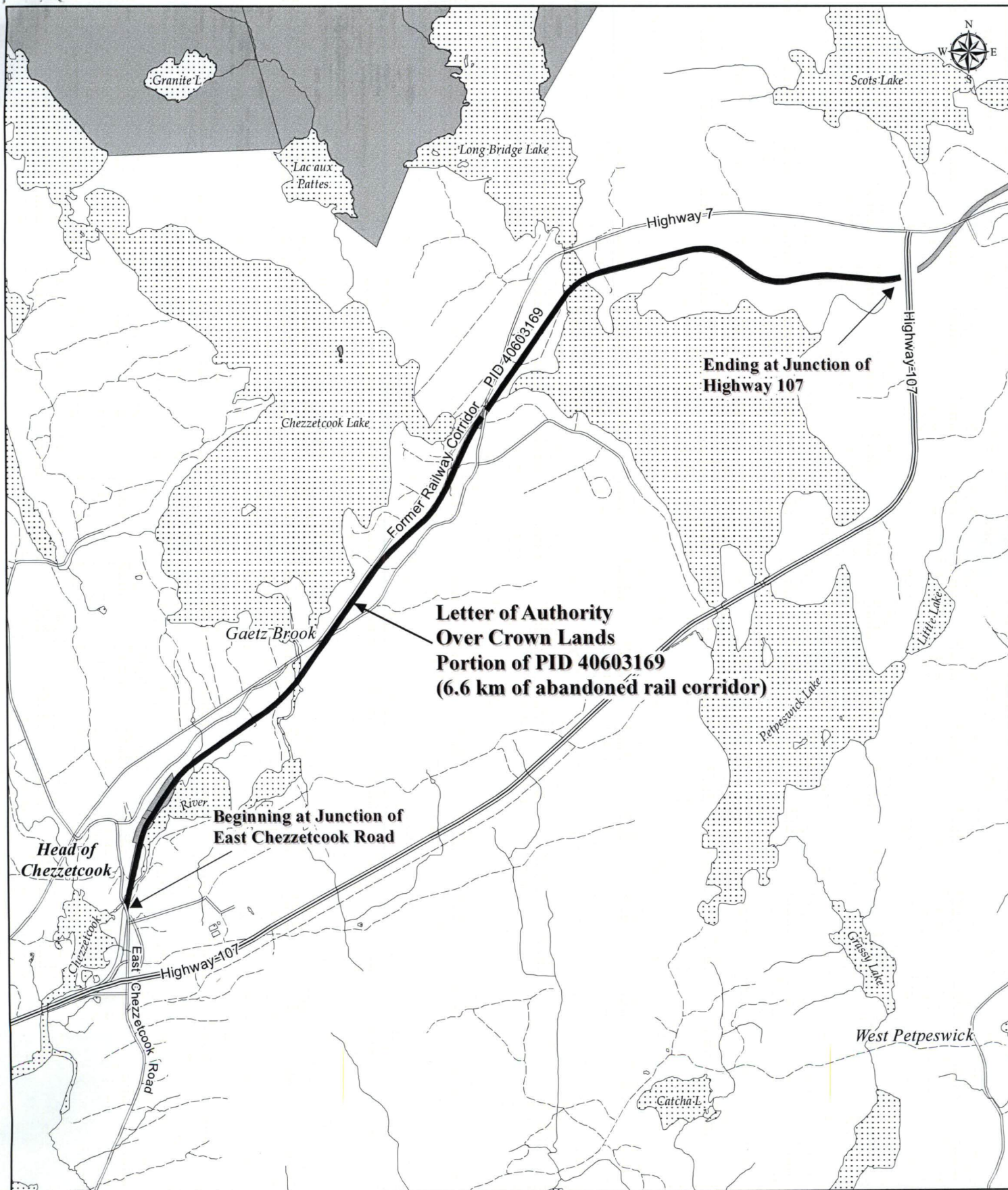
RE: Multi-use, Non-motorized Recreational Trail on Crown Lands from the Rail Corridor Junction at East Chezzetcook Road to the Rail Corridor Junction at Highway #107, Halifax County

On behalf of SATA, I agree to the terms and conditions contained herein.

21-03-2018
Date


Patricia Richards, President

SCHEDULE "A"



Plan Showing:

Letter of Authority
Over Crown Lands
To SATA Trails Society
Head of Chezzetcook
Halifax County, Nova Scotia

Legend

- Letter of Authority
- Crown Lands (DNR)
- Watercourses and Waterbodies

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Copyright Province of Nova Scotia. The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [Land Registration Act subsection 21(2)]. This is not an official record.

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