

**The Blue Jay Creek and Manitou River Enhancement Strategy – A Community Partnership consisting of; the Steering Committee for the Blue Jay Creek and Manitou River Enhancement Strategy, comprised of and supported by; the Lake Manitou Area Association, Township of Tehkummah, Township of Central Manitoulin, LaCloche Manitoulin Business Assistance Corporation, Federal Department of Fisheries & Oceans, Ontario Ministries of; Natural Resources, Agriculture and Food, Northern Development & Mines and members of the public at large.**

AGREEMENT made this-\_\_\_\_\_day of\_\_\_\_\_, 2004

BETWEEN: Her Majesty the Queen in right of Ontario as represented by the Minister of Natural Resources, on behalf of the Steering Committee  
Hereinafter referred to as “MNR”

AND

Address:

In the Township of:  
Lot(‘s) \_\_\_\_\_ Concession(‘s)  
Telephone Number: ( \_\_\_\_\_ )

Hereinafter referred to as “OWNER”

The Owner of the lands described as being situate at  
(\_\_\_\_\_)

hereinafter referred to as “the lands” having granted permission to MNR to go upon the lands as, MNR deems necessary, further hereby agrees to grant access to MNR and its partners, employees, contractors and agents, for the term of this agreement to perform rehabilitation and enhancement work along the said stream where it flows through or along the lands for the purposes of restoring the natural stream channel, protecting banks from erosion, stabilizing shore lands, re-vegetating and allowing growth of bank vegetation to stabilize soils in times of flooding and provide cover for the protection of fish, create essential in-stream habitats for fish and their associated species through the placement of woody material, stone and gravel in the said stream.

In consideration for the right of entry and the license to perform rehabilitation work, MNR agrees to provide all seed or nursery stock, materials, labour and equipment necessary for constructing the developments agreed upon, and shall assume liability for any and all claims arising during the course of the rehabilitation work.

It is further mutually understood that the Owner will not willfully remove or destroy any improvements that are installed and agrees to provide reasonable care to protect all habitat developments for a period of 20 years.

The Owner retains the right to limit and or to refuse permission to any individual, in his sole unfettered discretion, to travel or utilize the lands adjacent thereto. For greater clarity, members of the general public at large shall not be granted access to the lands and stream except with the expressed permission of the owner.

MNR may, from time to time, given adequate resources, furnish protection to the lands tract through patrol by Ministry personnel to protect fisheries resources, provide for public safety and protect the rights and interests of the owner.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Owner's Signature

\_\_\_\_\_

\_\_\_\_\_

On behalf of MNR

DATE: \_\_\_\_\_

Program: The Blue Jay Creek and Manitou River  
Enhancement Strategy