



BY-LAW NO. 10

OFF-ROAD VEHICLE BY-LAW

A BY-LAW DESIGNATING PORTIONS OF ROADS IN THE VILLAGE OF FUNDY-ST. MARTINS ACCESSIBLE TO OFF-ROAD VEHICLES

The Council of the Village of Fundy-St. Martins under the powers granted by the *Off-Road Vehicle Act, S.N.B. 1985, c.-O-1.5 and its amendments*, duly assembled enacts as follows:

Definitions:

In the present by-law

1. *Off-road vehicle* means all vehicles included in the definition of off-road vehicle as defined in the aforementioned *Off-Road Vehicle Act*, with the exception of amphibious vehicles.

General Provisions:

2. No person shall drive an off-road vehicle on any streets or roads other than at locations designated for this purpose within this by-law and identified in schedules A to F and as described in DTI Highway Usage Permits.
3. The driver or any occupant of the off-road vehicle must be properly wearing a helmet that complies with the standards prescribed by Regulations under the Motor Vehicle Act.
4. The off-road vehicle must be outfitted with the necessary equipment as described in the *Off-Road Vehicle Act*.
5. Off-road vehicles must travel in the same direction as traffic and shall move in single file on the far right of the street at a speed not exceeding 40km/h

6. Any other vehicle utilizing the street shall have the right of way.
7. Off-road vehicles shall give the appropriate signals as required under the *Motor Vehicle Act* and obey all traffic control devices.
8. No person shall use a portion of the streets and roads specified below with an off-road vehicle unless they have a valid trail permit of a federated ATV Club in New Brunswick or in another province member of a reciprocal agreement with New Brunswick, this license being in the form of a sticker which must be clearly and permanently displayed on the ATV or on the side-by-side. The driver must be able to immediately provide a registration document and an insurance document for the vehicle. A license plate with a valid sticker must be visible and all obligations imposed by the *Motor Vehicle Act* and applicable to *Off-road Vehicle Act* must be met.
9. No person shall operate an off-road vehicle in such a way as to disrupt or destroy the natural environment, create a nuisance by method or frequency of operation on any a municipal property or upon any highway with the municipality.

The following roads are within the Village of Fundy-St. Martins and under the jurisdiction of the Village

10. Off-road vehicles may be driven on McDonough Lane for a distance of 400 +/- meters as set out in Schedule "B".
11. Off-road vehicles may be driven on Beach Street as set out in Schedule "B".

The following roads are within the Village of Fundy-St. Martins but under the jurisdiction of the Department of Transportation and Infrastructure (DTI)

12. Off-road vehicles may be driven on Vaughan Creek Road using DTI structures including 1.7 km to Yeomans Road as set out in Schedule "A", as per the terms of the DTI Highway Usage Permit.
13. Off-road vehicles may be driven on Big Salmon River Road from the intersection of Yeoman's Road to Main Street in its entirety to the intersection of Route 111 as outlined in Schedule "A", as per the terms of the DTI Highway Usage Permit.
14. Off-road vehicles may be driven on Yeomans Road as set out in Schedule "B", as per the terms of the DTI Highway Usage Permit.
15. Off-road vehicles may be driven on Big Salmon River Road to the intersection of Yeoman's Road from Main Street as set out in Schedule "B", as per the terms of the DTI Highway Usage Permit.

16. Off-road vehicles may be driven on Route 111 between Henry Lake Road and ATV trail on an approximate distance of 568 meters as set out in blue in Schedule “C”, as per the terms of the DTI Highway Usage Permit.
17. Off-road vehicles may be driven on Henry Lake Road as set out in blue in Schedule “C”, as per the terms of the DTI Highway Usage Permit.
18. Off-road vehicles may be driven on Town Plot Road from Henry Lake Road to connecting trail on an approximate distance of 1,251 meters as set out in Schedule “C”, as per the terms of the DTI Highway Usage Permit.
19. Off-road vehicles may be driven on Sand Road as set out in blue in Schedule “C”, as per the terms of the DTI Highway Usage Permit.
20. Off-road vehicles may be driven on Germain Brook Road to the bridge and between the Head Start and Porter Road to as set out in blue in Schedule “D”, as per the terms of the DTI Highway Usage Permit.
21. Off-road vehicles may be driven on Porter Road as set out in Schedule “D”, as per the terms of the DTI Highway Usage Permit..
22. Off-road vehicles may be driven Ryan Road between Porter Road and Upper Quaco Road as set out in blue in Schedule “D”, as per the terms of the DTI Highway Usage Permit.
23. Off-road vehicles may be driven on Upper Quaco Road as set out in blue in Schedule “E” from civic address 201(trail head and garage) up to but not including Stoney Brook Road, as per the terms of the DTI Highway Usage Permit.
24. Off-road vehicles may be driven on Taylor Lake Road between the ATV Connection Trail and 127 Taylor Lake Road and Leslie Road intersection to 216-50 Howell Drive. Then on Howell Drive to the intersection of Taylor Lake Road and onto the Route 111 Intersection as set out in Schedule “F”, as per the terms of the DTI Highway Usage Permit.
25. Off-road vehicles may be driven on Route 111 between Taylor Lake Road and Willow Grove Convenience as set out in Schedule “F”, as per the terms of the DTI Highway Usage Permit.
26. This by-law may be updated at times through motion of council to add or delete off-road vehicle access to roadways under jurisdiction of VFSM or to support/deny support for access to roadways authorized through DTI Highway Usage Permits.
27. This by-law will be in effect for a 12 month probationary period after third and final reading. By-law is to be reviewed at general council meeting prior to expiration of 12 month period to repeal by-law or remove probationary period.

Offences:

28. Anyone who violates this by-law is guilty of an offence, and liable on conviction to a fine of \$100 under the *Off-Road Vehicle Act, SNB 1985, c 0-1.5 and its amendments*.

Adoption:

The present By-Law will take effect upon its adoption.

FIRST READING (by title):

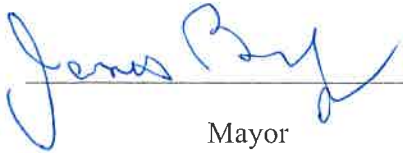
August 5, 2025

SECOND READING (by title):

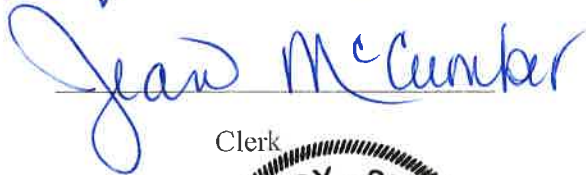
August 5, 2025

THIRD READING AND ENACTMENT:

September 2, 2025



Mayor



Clerk



Schedule "A"

Vaughan Creek Road



Yeoman's Road

Main Street

Schedule "B"

Main Street

Yeoman's Road

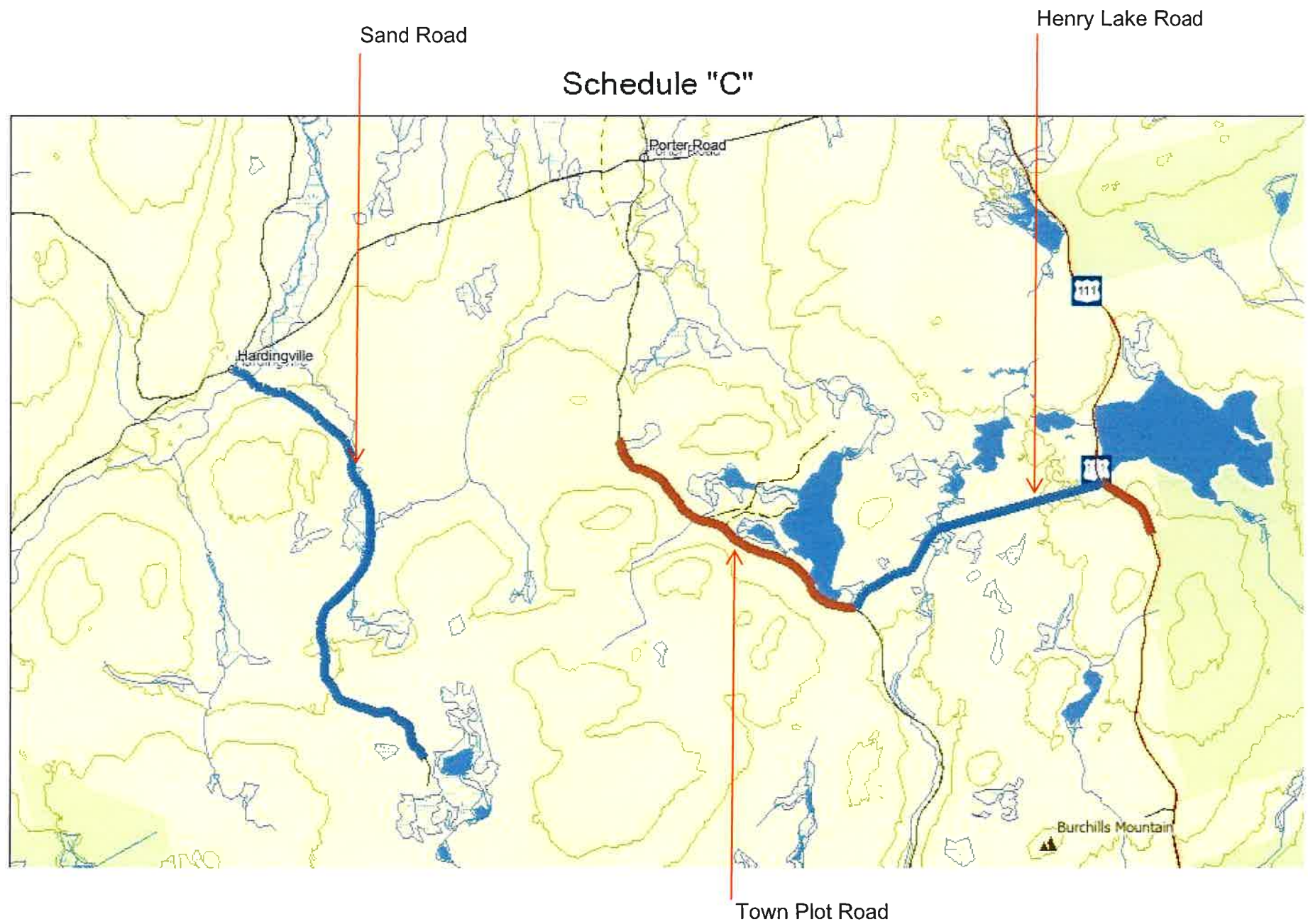


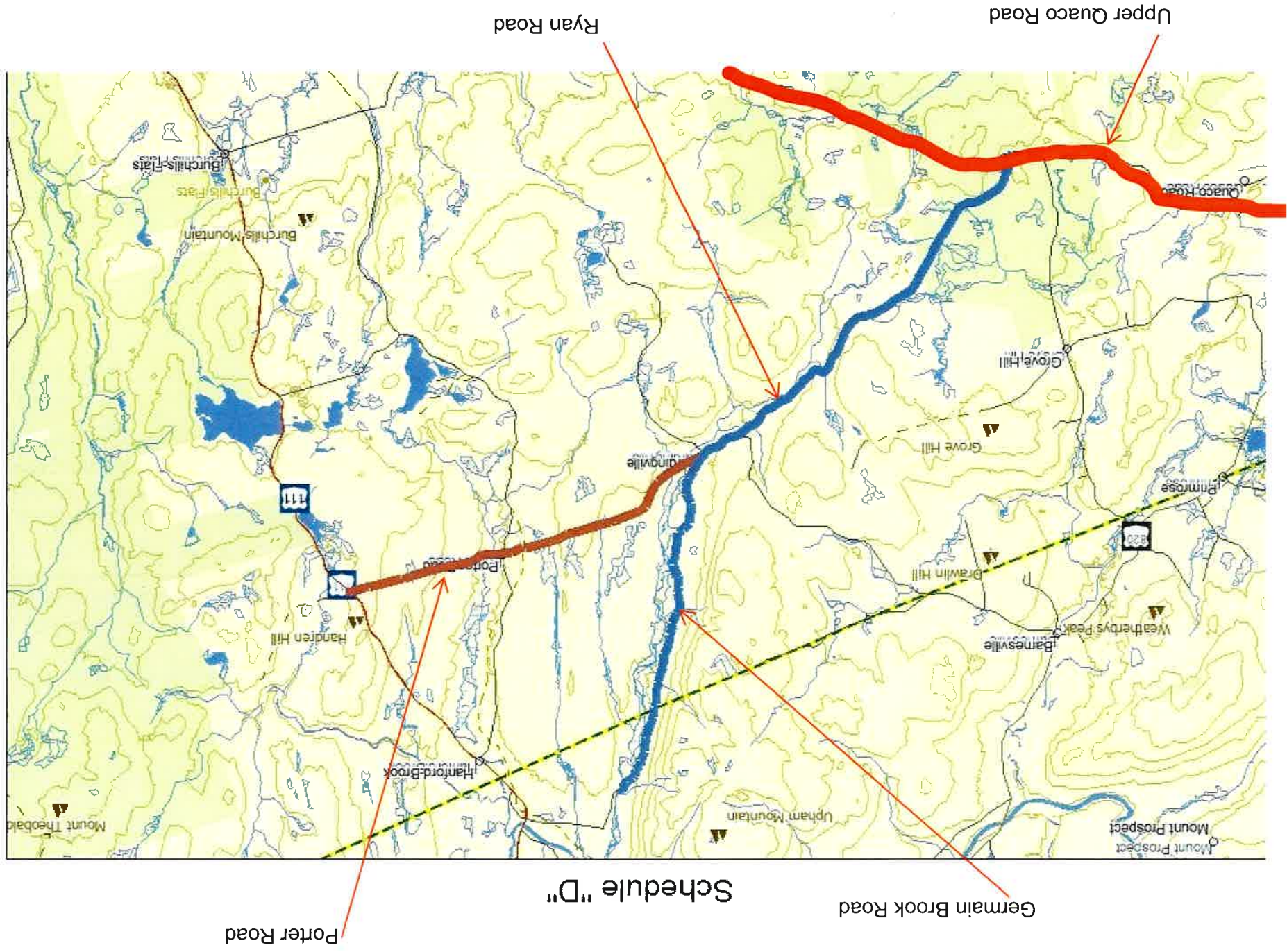
McDonough Lane

Beach Street

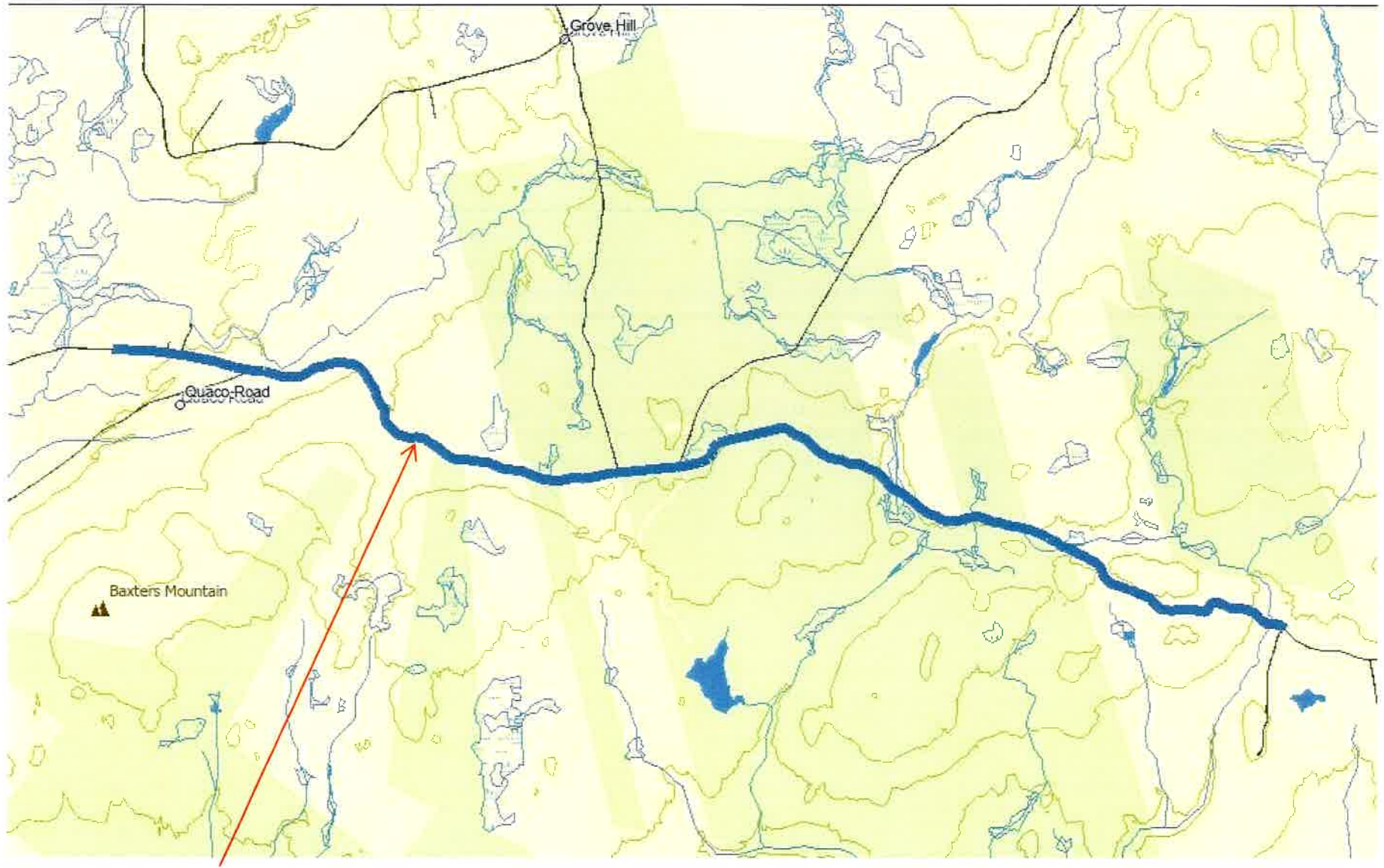
Big Salmon River Road

Schedule "C"



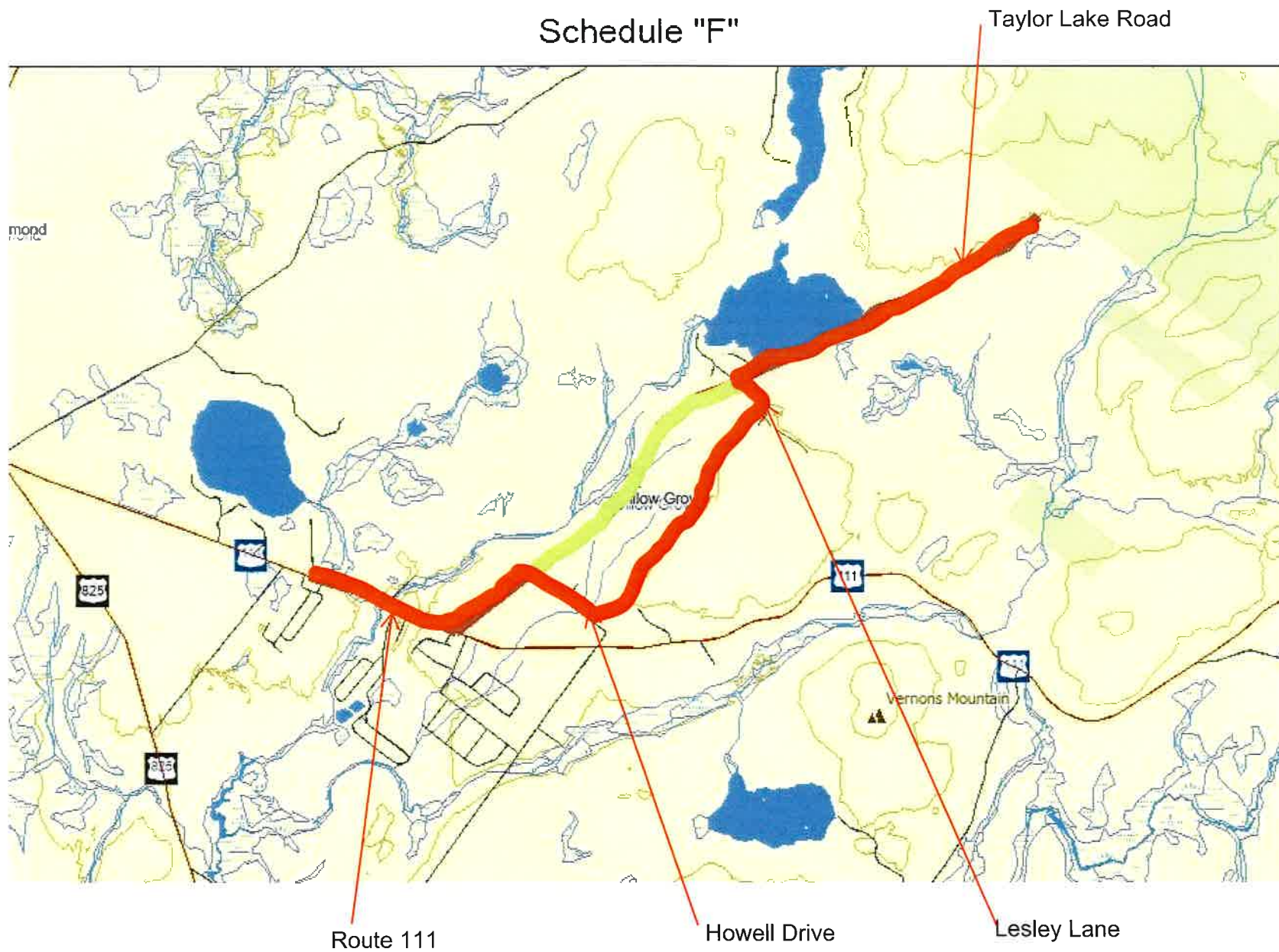


Schedule "E"



Upper Quaco Road

Schedule "F"





Department of Transportation and Infrastructure

Highway Usage Permit

Permit No. 202506R1588002221

HIGHWAY USAGE PERMIT
PERMIT NUMBER 202506R1588002221

THIS PERMIT issued in duplicate originals this 26th of September, 2025.

FROM:

HIS MAJESTY THE KING
in right of the
Province of New Brunswick,
as represented by the
Minister of Transportation and Infrastructure
(hereinafter called the "Minister");

TO:

**NEW BRUNSWICK ALL TERRAIN VEHICLE
FEDERATION INC.,**
a duly incorporated company with head office at
1925 Hanwell Road, Hanwell, New Brunswick
(hereinafter called the "Applicant")

WHEREAS the Minister, under and by virtue of the *Highway Act*, Chapter H-5 R.S.N.B. 1973 ("*Highway Act*"), has the administration and control of highways, as defined therein, in the Province of New Brunswick ("Highways");

AND WHEREAS the Applicant submitted an application to the Minister to operate an all-terrain vehicle managed trail within the limits of various Highways ("Trail Connector") to be utilized by all-terrain vehicles;

AND WHEREAS the Applicant has requested that the Minister consent to the Trail Connector being utilized within the Highways pursuant to Section 44.1 of the *Highway Act* and in conjunction with Section 7.91(1)(d) of the *Off-Road Vehicle Act*, Chapter 0-1.5 R.S.N.B. 1973 ("*Off-Road Vehicle Act*") for permission to enter upon, use, and cross a portion of a Trail Connector in, over and under those portions of the Highways identified on Schedule "A" ("Approved Highways") and more particularly delineated in Schedule "B" and shaded in yellow both schedules hereto attached and forming a part hereof for the purpose of using the Trail Connector;

AND WHEREAS the Applicant is the "all-terrain vehicle trail manager" of an all-terrain vehicle managed trail as such is defined in the *Off-Road Vehicle Act* and the Applicant requires use of the Approved Highways to connect portions of an all-terrain vehicle managed trail;

AND WHEREAS the Minister has, in his discretion, agreed to issue a highway usage permit ("HUP") pursuant to Section 44.1 of the *Highway Act* containing terms and conditions as more particularly described herein;

THEREFORE in consideration of the payment of the sum of ten dollars (\$10.00) by each party to the other, the receipt and sufficiency of which is acknowledged by each to the other, and in consideration of the covenants, terms and conditions hereinafter contained, the Minister and the Applicant covenant and agree as follows:

1. GENERAL

1.01 The Minister, pursuant to Section 44.1 of the *Highway Act*, hereby authorizes the Applicant, subject to the terms and conditions herein contained, to enter upon, use and cross the Approved Highways for the purpose of utilizing same as a Trail Connector for the periods of time more particularly hereinafter described.

1.02 In the event the use of the Approved Highways as a Trail Connector leads to a municipal street, the Applicant must ensure that a valid municipal by-law approved by the relevant municipality authorizes use of the municipal street by all-terrain vehicles.

1.03 The location of the Trail Connector within the Approved Highways and any conditions for use of the Approved Highways shall be as per Schedules "A", "B" and "C" attached hereto.

2. CONSTRUCTION

N/A

3. PUBLIC NOTICE

N/A

4. STANDARD OF CONSTRUCTION

N/A

5. REPAIRS TO THE APPROVED HIGHWAYS

5.01 If the Minister is required to make any repairs to the Approved Highways as a result of the utilization of the Trail Connector on the Approved Highways, the Applicant shall, upon demand, reimburse the Minister for the cost of all expenses reasonably incurred in connection therewith.

6. RELOCATION OF APPROVED HIGHWAYS

6.01 Notwithstanding any other provisions of this HUP, if the Minister either permanently or temporarily, relocates, repairs, or redesigns the Approved Highways, or the Minister authorizes an other party to place infrastructure into or onto the Approved Highways, he may request the Applicant to remove or relocate, either permanently or temporarily, the Trail Connector at the Applicant's expense within a reasonable length of time after being requested in writing by the Minister. The Applicant shall remove or relocate, either permanently or temporarily, the Trail Connector within a reasonable length of time after being requested to do so by the Minister, provided however that the Minister shall, if possible, grant to the Applicant a new HUP containing similar terms and conditions as herein set out allowing the Applicant to utilize the Trail Connector on an alternate or replacement site, if any. Nothing herein contained obligates the Minister to pay any costs of the Applicant or to provide the Applicant with an alternate means or replacement Trail Connector.

7. LIABILITY AND INDEMNITY

7.01 The Minister shall not be responsible for any damage to the Trail Connector from any cause whatsoever and the Applicant and users of the Trail Connector shall utilize same at their sole risk and expense, and nothing in this HUP shall be construed so as to make the Applicant or any Trail Connector user the partner or the authorized agent of the Minister.

7.02 The Applicant shall indemnify and save harmless the Minister, his successors and assigns, and his respective directors, officers, legislators, employees, agents and servants from and against all liabilities, damages, claims, suits and actions whatsoever resulting in any way from the Trail Connector being on the Approved Highways.

7.03 The Applicant shall promptly pay compensation to the Minister for all damages to the Approved Highways or suffered by the Minister as a result of the utilization of the Trail Connector on the Approved Highways.

7.04 In the event that any action, suit or proceeding relating to the Approved Highways and the existence or utilization of the Trail Connector on the Approved Highways is commenced, the Applicant shall assist the Minister in defending any said action, suit, or proceeding in any way possible, including, but not limited to, providing any relevant records, consulting with the Minister, and conducting interviews of the Applicant's members and clubs in co-ordination with the Minister.

7.05 The Applicant shall inform the Minister immediately upon becoming aware of any actual or prospective claim, suit, or proceeding against itself or the Minister as a result of the existence or utilization of the Trail Connector being located on the Approved Highways.

8. INSURANCE

8.01 The Applicant, at its own expense, shall purchase and maintain in full force during the term of the HUP, and any extensions or renewals thereof, general liability insurance in form and content acceptable to the Minister, acting reasonably, to protect the Applicant, their contractors and subcontractors, as well as the Minister, his respective successors and assigns, and his respective directors, officers, legislators, employees, agents and servants.

8.02 The insurance as required under Section 8.01 herein shall provide coverage for property damage to the Approved Highways, including loss of use thereof, and shall protect the Minister, his successors and assigns, and his respective directors, officers, legislators, employees, agents and servants from all claims arising out of liability for property damage and bodily injury (including death and personal injury) arising out of the existence, use, and/or operation of the Trail Connector and use and occupancy of the HUP.

8.03 The Applicant shall procure and maintain insurance policies which shall include the endorsements and extensions as contained in Part A and Part B herein.

PART A. Commercial General Liability

The Insurance Policy required under this part shall include:

- (i) an "occurrence" definition of "Accident";
- (ii) "His Majesty the King in right of the Province of New Brunswick as represented by the Minister of Transportation and Infrastructure" listed as an "Additional Insured";
- (iii) Owners and Contractors Protective Liability;
- (iv) a Cross Liability clause;
- (v) a Waiver of Subrogation in favour of the Minister;
- (vi) Blanket Contractual Liability;
- (vii) Products/Completed Operations Liability;
- (viii) Broad Form Property Damage;
- (ix) Non-owned Auto Liability;
- (x) Contingent Employer's Liability;
- (xi) Personal Injury extension of bodily injury;
- (xii) coverage for machinery attached to vehicles;
- (xiii) a sixty (60) day notice provision to be given by the Insurer to the Minister of any change to, cancellation of, or lapsing of coverage; and
- (xiv) liability limits of five million dollars (\$5,000,000.00) and said insurance policy shall not be on a "Claims Made" form.

PART B. Pollution Insurance

The Applicant shall procure Pollution Insurance:

- (i) when an event is held where a large amount of fuel will be distributed within the limits of the highway right-of-way; and
- (ii) when utilizing heavy equipment within the limits of the highway right-of-way
- (iii) and shall include "His Majesty the King in right of the Province of New Brunswick as represented by the Minister of Transportation and Infrastructure" listed as an "Additional Insured";

and a copy of the said insurance evidencing the coverage shall be provided to the Minister at least fourteen (14) days prior to the noted occasions.

Notwithstanding any breach of any of the terms or conditions of the policy, or any negligence or wilful act or omission or false representation (individually or collectively, a "Breach") by any insured, additional insured or any other person, such Breach shall not invalidate or otherwise limit the Applicant's liability, indemnity and insurance obligations under this HUP.

8.04 All policies shall be insured by financially sound insurers licensed to carry on business in New Brunswick.

8.05 If closely held insurance facilities (e.g. captive, reciprocal or any other form of alternate risk financing) are used instead of conventional insurance the Applicant shall provide ninety (90) days prior written notice to the Minister of the program structure and participants with sufficient information to determine what, if any, supplementary insurance requirements may be needed (e.g. "cut-through" endorsement to captive reinsurers) to ensure continued, adequate protection for the Minister.

8.06 The Applicant shall provide the Minister with Certificates of Insurance acceptable to the Minister and signed by a representative authorized to bind the Insurer listing all required extensions and endorsements required herein. Certificates of Insurance for all insurance policies maintained in compliance with this provision, or other documentation in form and content acceptable to the Minister, shall be delivered to the Minister prior to commencement of the utilization of the Trail Connector. Certificates of Insurance, or other documentation in form and content acceptable to the Minister, acting reasonably, evidencing any renewal of or replacement insurances, shall be delivered to the Minister not later than fifteen (15) days prior to the expiration of existing policies. The requirement of the Applicant to provide proofs of insurance to the Minister shall survive the termination of this HUP and the Minister reserves the right to ask for, and the Applicant agrees to provide forthwith, evidence of required insurances covering the period subsequent to the term of the HUP as in the Minister's sole opinion is necessary. All such certificates and proofs of insurance required hereunder shall be deemed to comply with the requirements of Paragraph 8.03 herein by identifying the additional insured as follows:

HIS MAJESTY THE KING
 in Right of the
 Province of New Brunswick,
 as represented by the
 Minister of Transportation and Infrastructure
 PO Box 6000
 Fredericton NB E3B 5H1

8.07 The insurance requirements set out in this HUP shall not in any way limit the Applicant's liability arising out of the HUP or otherwise.

8.08 The Minister reserves the right at any time during the term of the HUP to require the Applicant to secure and carry such other Insurances as are deemed appropriate by the Minister.

9. TERMINATION

9.01 This HUP shall terminate:

- (a) on the 31st day of March, 2035 or
- (b) at the option of the Minister upon written notice to the Applicant:
 - (i) if the Applicant defaults in observing or performing any of the obligations herein and it fails to remedy or to diligently take steps with a view of remedying such default after the same has been brought to the attention of the Applicant by the Minister by way of written notice thereof, the Minister may in his sole discretion and without recourse by the Applicant terminate the HUP;
 - (ii) if the Trail Connector ceases to meet the requirements of an all-terrain vehicle managed trail as defined in the *Off-Road Vehicle Act*;
 - (iii) if, in the opinion of the Minister, an alternate route bypassing the Approved Highways can be obtained to be used as the Trail Connector; or
 - (iv) at the will of the Minister

but the obligations of the Applicant under this HUP shall survive such cessation and determination of such permission. If this HUP is terminated pursuant to Subparagraph 9.01(b), the rights hereby granted shall thereupon immediately terminate without further act or notice, and all rights of the Applicant shall thereupon cease and expire, and the Applicant shall execute and file such documents as may be necessary to confirm or to give public notice of such termination.

9.02 At the expiry of the term of this HUP this HUP may be renewed at the discretion of the Minister for successive periods of time as set by the Minister in his sole discretion until the Trail Connector is abandoned as set out in Clause 9.04 or until it is terminated in accordance with Clause 9.01(b).

9.03 The Minister shall not be liable to pay any amount for costs or damages incurred by the Applicant as a result of the termination of this HUP for any reason.

9.04 In the event the Applicant elects to abandon the operation of the Trail Connector in whole or in part, the Applicant shall provide notice in writing to the Minister of its intention to abandon and the notice of such abandonment shall effectively terminate this HUP.

9.05 Except for those matters contained in Paragraph 9.01(b), if the Applicant defaults in observing or performing any of the terms and conditions herein set forth to be observed and performed by it and it fails to remedy or to diligently take steps with a view of remedying such default after the same has been brought to the attention of the Applicant by the Minister by way of written notice thereof, the Applicant agrees to pay to the Minister any and all expenses incurred by the Minister for each such default or breach.

10. NATURE OF HUP

10.01 The Applicant's right to occupy the Approved Highways for the purpose of a Trail Connector pursuant to this HUP is as a mere licensee. This HUP does not grant or convey to the Applicant any title to the Approved Highways.

10.02 It is understood and agreed that the Minister does not, in any way, represent or warrant to the Applicant that its Approved Highways are located as shown on the said plans or that the Minister owns or controls all or any portion of the right-of-way shown. If the Applicant wishes to confirm or determine the title or ownership of the Approved Highways, it shall examine such title and ownership at its own expense and the Minister shall not be required to produce any abstract of title, title deeds, or copies thereof or any evidence of title other than those in possession of the Minister.

10.03 This HUP is non-exclusive and is subject to the right of the public to utilize the Approved Highways. The Minister hereby reserves the right to grant permission to other persons to use the Approved Highways for whatever purpose the Minister deems necessary.

10.04 This HUP, and any right conveyed herein by the Minister to the Applicant, is subject to any other agreement, permission or right entered into or granted by the Minister to any other persons or corporations to use the Approved Highways. The Applicant shall not damage or in any way interfere with any other person's or corporation's use of the Approved Highways. The Applicant shall reimburse any person or corporation for the costs of any damages to their plant or equipment located on the Approved Highways arising from or caused by the negligence of the Applicant in the carrying out of the work and use of the Trail Connector.

10.05 The provisions of this HUP are intended to be fully binding and effective between the parties and in the event that any particular provision or provisions hereof or a portion of any said provision is found to be void, violable or unenforceable for any reason whatsoever, then the same shall be deemed to be severed from the remainder of this HUP, and all other provisions shall remain in full force and effect.

10.06 This HUP in no way affects or binds any other Minister, department, agency or crown corporation of the Province of New Brunswick.

10.07 The Minister reserves the right in his sole discretion to block access to the Trail Connector or any part thereof and to have his employees, agents and servants operate vehicles or mobile equipment adjacent to and on the Trail Connector at those locations described in Schedule "A" for the purpose of inspection, maintenance and construction.

11. OBLIGATIONS OF THE APPLICANT

11.01 The Applicant shall ensure during the term of this HUP that:

(i) no person shall drive nor permit the operation of an all-terrain vehicle on the sections of Approved Highways designated by the Minister unless the vehicle is equipped with working headlights, proper low pressure tires, taillights, mirror, speedometer, and conspicuity markings, and any other requirement as mandated by the *Off-Road Vehicle Act*, and said headlight and taillight shall be in use when operating on the Approved Highways;

(ii) no person shall drive an all-terrain vehicle on the sections of Approved Highways designated by the Minister, unless he/she is properly wearing a helmet that complies with the standards prescribed by the *Motor Vehicle Act, RSNB 1973.c M-17 ("Motor Vehicle Act")* and any regulations thereto;

(iii) all-terrain vehicles shall be operated in the same direction as the highway traffic and not against it;

(iv) no person shall drive nor permit the operation of an all-terrain vehicle on the sections of Approved Highways designated by the Minister unless that person has all permits and/or passes as required under the *Off-Road Vehicle Act* to operate on an all-terrain vehicle managed trail and is a member of the Applicant's federation as determined by the Applicant;

- (v) the speed of an all-terrain vehicle shall not exceed 50 kilometres per hour when operating on the travelled portion of the Approved Highways, being the road surface, shoulders and structures;
- (vi) all-terrain vehicles shall only travel in single file and to the extreme right when operating on the travelled portion of the Approved Highways;
- (vii) all-terrain vehicles prior to crossing and entering the Approved Highways shall come to a complete stop. Further, any crossing of the Approved Highways shall be at 90 degrees or as close as possible to 90 degrees;
- (viii) all-terrain vehicles when using the Approved Highways shall give the appropriate signals as required under the *Motor Vehicle Act* and shall obey all traffic control devices;
- (ix) no person shall drive an all-terrain vehicle on the travelled portion of Approved Highways unless they are in possession of a valid driver's licence;
- (x) the Applicant shall report to the Minister as soon as practically possible, any dangerous conditions or other safety hazards that exist on the Approved Highways;
- (xi) the Applicant shall assist law enforcement agencies in the promotion of all-terrain vehicle safety and to discourage or prohibit violations of the laws of the Province of New Brunswick and Canada by all users of the Trail Connector;
- (xii) there shall be no modification nor construction on the Approved Highways;
- (xiii) any other vehicles utilizing the Approved Highways shall have the right-of-way;
- (xv) there shall be no Trail Connector signage placed between the shoulders of the Approved Highways;
- (xvi) the Applicant shall have the obligation to inform and educate all Trail Connector users of the terms and conditions of this HUP.

12. **NOTICE**

12.01 Any notice, direction or other instrument required or permitted to be given to the Minister hereunder shall be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to the Minister as follows:

**Minister of Transportation and Infrastructure
PO Box 6000
Fredericton NB
E3B 5H1**

or to such other address as the Minister may from time to time designate in writing to the Applicant.

Any notice, direction or other instrument required or permitted to be given to the Applicant hereunder shall be in writing and may be given by registered post, postage prepaid, or by delivering the same addressed to the Applicant as follows:

**New Brunswick All Terrain Vehicle Federation Inc.
1925 Hanwell Road, Unit C
Hanwell NB
E3C 1M4
Facsimile: (506) 472-5140**

or to such other address as the Applicant may from time to time designate in writing to the Minister.

12.02 Any notice, direction or other instrument aforesaid, if delivered, shall be deemed to have been given or made on the date on which it was delivered or, if mailed, shall be deemed to have been given or made on the second business day following on which it was mailed.

13. NEW BRUNSWICK LAWS OR REGULATIONS

13.01 This HUP will be interpreted according to the laws and regulations of the Province of New Brunswick. In the event this HUP or any portion of this HUP is or appears to be in conflict with any provision of the Laws or Regulations of the Province of New Brunswick, then the provisions of the Laws or Regulations of the Province of New Brunswick shall prevail and this HUP or the portion of the HUP in conflict shall be void and of no force or effect, but any portion of this HUP not in conflict shall continue in full force and effect.

13.02 The *Highway Act* and regulations made thereunder, as each may be amended from time to time, and any act or regulations made in substitution thereof apply to the HUP and the Applicant agrees to be bound thereby.

14. SINGULAR - PLURAL

14.01 Whenever herein the context permits, words denoting the singular shall include the plural, the masculine shall include the feminine, and a person shall include a corporation and vice versa.

15. BINDING EFFECT

15.01 This HUP, and everything herein contained, shall inure to the benefit of and be binding upon the Applicant and its respective successors and assigns provided, however, that the inclusion herein of the word assigns shall not be construed as permitting any assignment by the Applicant not authorized by this HUP.

16. ASSIGNMENT

16.01 This HUP, and the permission granted hereby, shall not be assigned by the Applicant without the prior written consent of the Minister and such consent shall not be unreasonably withheld or delayed.

17. NON-WAIVER

17.01 The failure by the Minister to exercise any right or to require or insist that action be taken according to the terms of this HUP in no way waives the right of the Minister to require or insist that an action be taken according to the terms of this HUP.

18. AMENDMENTS

18.01 If at any time during the continuance of this HUP the Minister deems it necessary or expedient to make any alteration or additions to this HUP, he may do so by means of a written notice to the Applicant which shall be supplemental to and form part of this HUP.

19. TIME

19.01 Time is of the essence in this HUP.

20. DISCONTINUANCE

20.01 In the event that the Minister intends to discontinue any of the Approved Highways, the Minister shall provide reasonable notice to the Applicant of such intention and the Applicant shall exercise its responsibilities as per Section 6.

21. ENTIRE AGREEMENT

21.01 This HUP and all attached schedules constitute the entire agreement between the parties with respect to any matter referred to herein and any previous agreement, warranty or representation of any kind, written or oral, expressed or implied, between the parties hereto or on their behalf relating to, are hereby terminated and cancelled and each of the parties hereby releases and forever discharges the other of, and from all manner of actions, causes of action, claims and demands whatsoever under or in respect of any such agreement, warranty or representation.

IN WITNESS WHEREOF the parties hereto have duly executed this Highway Usage Permit at The City of Fredericton, in the County of York and Province of New Brunswick, on the date shown above.

**SIGNED, SEALED and
DELIVERED**
in the presence of:

Lenee Langue
Witness

) **HIS MAJESTY THE KING**
) in Right of the
) Province of New Brunswick
) as represented by the
) Minister of Transportation and Infrastructure

)
)
)
) 
) **Duane Clowater, P. Eng.**
) **Chief Highway Engineer**
) on behalf of the
) Minister of Transportation and Infrastructure

NEW BRUNSWICK ALL TERRAIN
VEHICLE FEDERATION INC.

Per: Vance Johnson
Title: Trails Coordinator

Schedule "A"**Transportation and Infrastructure****District 4**

Highway	Type/ Classification	Description	Length/ Schedule "B" No.	Season	Permit Number
Saddleback Road	Public (Not Maintained)	Lineal	2.813 km	Four Season	202506R1588002221
Vaughan Creek Road	Local (B)	Lineal	1.574 km	Four Season	202506R1608002222
Vaughan Creek Road	Local (B)	Lineal	1.538 km	Four Season	202511R1608001183
Vaughan Creek Road	Local (B)	Lineal	3.043 km	Four Season	202511R1608001184
Vaughan Creek Road	Local (A)	Lineal	0.894 km	Four Season	202511R1608001185
Yeomans Road	Local (B)	Lineal	0.359 km	Four Season	202511R1620002186
Yeomans Road	Local (A)	Lineal	0.408 km	Four Season	202511R1620002187
Salmon River Road	Local (B)	Lineal	0.083 km	Four Season	202511R6314001188
McIntyre Road	Local (B)	Lineal	0.036 km	Four Season	202511R1554001189
Big Salmon River Road	Local (A)	Lineal	0.685 km	Four Season	202511R1472001190
Bayview Road	Local (A)	Lineal	0.128 km	Four Season	202511R1468001191
Main Street	Local (A)	Lineal	2.339 km	Four Season	202511R1541001192
Route 111	Collector	Lineal	0.538 km	Four Season	202511R0111006193
Route 111	Collector	Lineal	1.023 km	Four Season	202511R0111004194
Town Plat Road	Local (B)	Lineal	2.168 km	Four Season	202511R1605001195
Taylor Lake Road	Public (Not Maintained)	Lineal	0.341 km	Four Season	202511R1602002196
Taylor Lake Road	Local (A)	Lineal	1.411 km	Four Season	202511R1602001197
Taylor Lake Road	Local (A)	Lineal	0.612 km	Four Season	202511R1602001198
Howell Drive	Local (A)	Lineal	0.627 km	Four Season	202511R1529001199
Porter Road	Public (Not Maintained)	Lineal	5.651 km	Four Season	202511R1576001200

Schedule "B"

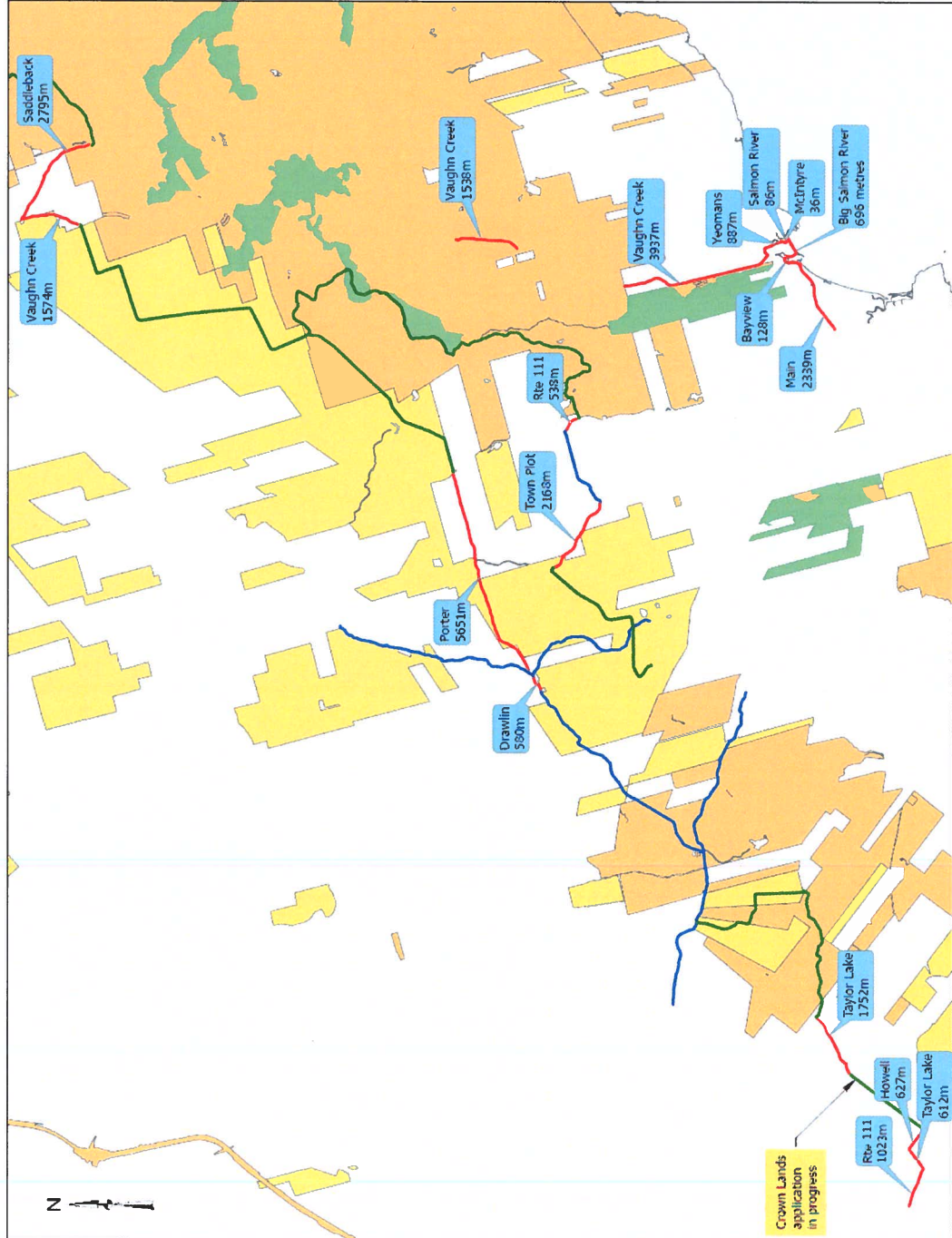
Saint John ATV Club

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- Legend**
- DTI Application
 - DTI Existing HUP
 - Managed Trail
 - Nature Legacy Protected Areas
 - Crown Lands
 - JD Irving Freehold



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Schedule “C”

- The Applicant shall be responsible to obtain all required permissions to use all private and public lands to access the approved Highways.

Vance Johnson