

MANAGEMENT PLAN
Schedule "A"

This is the Management Plan as referred to in the agreement between the Corporation of Haldimand County and Ducks Unlimited Canada dated _____, 20____.

Segment 1 – Habitat Area (Wetland Restoration)

Water levels will be managed at the level indicated on the attached plan (#862-472). Normally, water will be held at or near 49.3m but vegetation conditions may necessitate adjustments to optimize habitat quality. Periodically (approximately once in a seven to ten year period) the project may be entirely dewatered 48.5m for up to one full year to rejuvenate the wetland. Additional management practices may be required.



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NOT TO BE CONSTRUED AS A LEGAL PLAN OF SURVEY

UTM location 17.611637, 4751851		Landscaper: GLSL		Produced using information under licence with the Ontario Ministry of Natural Resources. 2009.	
City of London grassland offset		Scale: 1:4000		Date: 23/01/19	
Schedule "B"		Photo Number:		Drawn By: MJW	
GIS SKETCH PLAN		Photo Date:		File: 1550	
Ducks Unlimited Canada		Page: 1		Checked By:	

LEGEND

 Proposed Native Grass Planting area (23.5 ac)



March 20, 2019

Katrina Schmitz
Community Partnership Liaison
Haldimand County
45 Munsee St. North
PO Box 400 Cayuga, ON
N0A 1E0

RE: Amendment to DUC Thompson Creek wetland project agreement

Hi Katrina:

As per previous discussions, we are formally requesting an amendment to the existing agreement between DUC and the Corporation of Haldimand County so that the interest in the upland portion of the project be removed. The reason for this request is to permit the City of London to enter into a Habitat Conservation Agreement (HCA) with Haldimand County that would allow for the enhancement and management of 23.5 acres of native grasses and forbs adjacent to the wetland. The habitat management activities under the new HCA will not only enhance biodiversity but also provide improved nesting habitat for grassland birds and waterfowl.

We would further state that Ducks Unlimited Canada hereby indemnifies and saves harmless Haldimand County and its employees, contractors, agents and representatives from and against all actions, claims, loss, damage and liability relating to any acts or omissions of Ducks Unlimited Canada or its employees, contractors, agents or representatives in respect to the activities as contemplated and carried out pursuant to the existing Lease Agreement as well as the Habitat Conservation Agreement wherein DUC is acting as agent for the City of London.

If the County agrees to these amendments please initial and date the attached management plan (Schedule A) and sketch plan, then send one copy back to me. Once the new documents are initialed, attach them and this letter to the original DUC agreement.

Thank-you for your continued support of this project and we look forward to working with the horticultural society on completing the grassland establishment this coming spring! Please contact me should you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mike Williams
Head of Restoration and Client Services-Ontario
Ducks Unlimited Canada

HABITAT CONSERVATION AGREEMENT

BETWEEN:

The Corporation of Haldimand County
(called throughout, the "Landowner")

AND

The Corporation of the City of London
(called throughout, the "Proponent")

As the Landowner is the owner of the following land, in the Province of Ontario, (called throughout "the Land"), legally described as; PT LT 3 INDIAN RESERVE PL 69 AS IN DV4808, DV1270 (1STLY LAND) AND PT 2, 3 & 4, 18R6115; S/T HC67699; HALDIMAND COUNTY
PIN # **381120165**

AND AS the Proponent wishes to maintain and improve 9.5 hectares (23.5 ac) of land identified in the hatched portion of the drawings attached as Schedule B ("the Conservation Area") as a habitat for Bobolink and Eastern Meadowlark as outlined under O. REG. 242/08 of the Endangered Species Act 2007 (called throughout "the Project") on behalf of certain affiliates or other project-specific entities whose activities give rise to the requirement for the Project.

AND AS Proponent has entered into a professional services contract (the "Habitat Services Agreement") requiring Ducks Unlimited Canada to establish, operate and manage the habitat on the Conservation Area on behalf of the Proponent in accordance with the requirements of section 23.6 of O. REG. 242/08 of the Endangered Species Act 2007 (or its future equivalent) (called throughout, the "Habitat Compensation Requirements"); and

AND AS the Landowner and Proponent agree that mutual benefits will result from the Project, and in consideration of the sum of \$1 and other good and valuable consideration accrued by the Landowner upon the completion of the project to the satisfaction of the Proponent or an appointed designate, the parties agree as follows:

Throughout the term, the Landowner agrees to:

- (1) Allow the Proponent and its authorized representatives and agents right and license to use the Conservation Area only for the purposes of the Project and any ancillary uses necessarily related thereto as may be required under the Habitat Compensation Requirements.
- (2) Allow DUC or its agents to manage and maintain the Project as outlined in the attached management plan (Schedule A).
- (3) Provide to the Proponent and its authorized representatives and agents all necessary access rights on, over, under and through the land necessary for any reason as may reasonably be required by Proponent for the purposes of the Project.
- (4) Allow Ducks Unlimited Canada, or its agents to establish, operate and manage the habitat on the Conservation Area (see attached Schedule B) on behalf of the Proponent in accordance with the Habitat Compensation Requirements.
- (5) Not make any change to the Conservation Area and its appurtenances and not act or omit to act in any manner that could adversely affect or impair access to or use of the Conservation Area for the Project at any time throughout the duration of this agreement without the prior written consent of the Proponent.
- (6) Notify the Proponent of any changes in ownership

Throughout the term of this Agreement, the Proponent shall maintain Commercial General Liability insurance coverage in an amount not less than two million dollars (\$2,000,000) with the Landowner named as an Additional Insured on the policy, containing cross liability and severability of interest clauses and providing 30 days' written notice of cancellation or material change in risk. The Proponent shall provide a Certificate of Insurance containing the above information to the Landlord prior to commencement of the activity which is the subject of this Agreement

The Proponent indemnifies and saves harmless the Landowner and its employees, contractors, agents and representatives from and against all actions, claims, loss, damage and liability relating to any acts or omissions of the Proponent, contractors, agents or representatives in respect of matters contemplated herein.

Project Name: _____ Project Number: _____

The Landowner is aware that the Project is a requirement of the Habitat Compensation Requirements and will attract Bobolink and/or Eastern Meadowlark which are currently designated Species at Risk.

This agreement shall be for a term of five (5) years less a day from the date hereof. This agreement may be terminated by the Landowner by giving one full year written notice to the Proponent in order to allow the Proponent time to establish new habitat. The agreement may be terminated for any reason by the Proponent by providing 30 days' written notice to the Landowner. Except as provided for herein, upon termination of this agreement, each party shall have no further obligations or liability to the other party.

Dated the _____ day of _____, 20____

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

The Corporation of Haldimand County (the "Landowner") accepts the above Agreement

(LANDOWNER):

_____, per: _____
Witness

Title _____

_____, Per: _____
Witness

Title _____

The Corporation of the City of London (the "Proponent") accepts the above Agreement

(PROPONENT):

_____, _____
Witness Ed Holder

Title _____ Mayor _____

_____, _____
Witness

Catherine Saunders
Title _____ City Clerk _____

Project Name: _____ Project Number: _____

SCHEDULE "A"

The Landowner agrees to leave the designated Conservation Area intact and refrain from any activity that may disturb the vegetation. Mowing, grazing, reseeding may take place after August 1st and before May 1st in consultation with the Proponent or a designated agent of the Proponent. Where/if crop rotation is necessary, it must be undertaken in consultation with the Proponent or agent to ensure the habitat is left intact for five consecutive years out of seven as per the terms of the MNR permit.

The Landowner agrees to allow access to the designated area throughout the term of this agreement for the purposes of maintaining the habitat.

Maintaining the habitat may include herbicide application, use of fertilizers, mowing or a controlled burn at the discretion of the Proponent or designated agent.

The Proponent shall only initiate controlled burns if required, under the services of a licensed agent and with the permission of the Landowner. The Proponent is wholly responsible for works and results.

Schedule "B"

