

**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.

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):

\_\_\_\_\_ Ed Holder  
Witness

Title \_\_\_\_\_ Mayor \_\_\_\_\_

\_\_\_\_\_ Catherine Saunders  
Witness

Title \_\_\_\_\_ City Clerk \_\_\_\_\_

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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 1<sup>st</sup> and before May 1<sup>st</sup> 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”

