

Habitat Retention Agreement

HRA #LHP-CE-018



THIS AGREEMENT MADE THIS ____ DAY OF _____, 20____ BETWEEN:

ALBERTA CONSERVATION ASSOCIATION

Suite 101 – 9 Chippewa Road
Sherwood Park, Alberta T8A 6J7

(“ACA”)

-and-

Parkland County

53109A Hwy 779
Parkland County, AB T7Z 1R1

(the “**Landowner**”)

WHEREAS:

The **Landowner** is the registered owner of the lands (the “Lands”) legally described as: **SE - Sec 17 - Twp 051 - Rge 06 - W5M** as described in Certificate of Title **192227974+8**, being subject to such exceptions as are shown in the existing Certificate of Title or as exist by operation of law, and

- B. **WHEREAS ACA** and the **Landowner** agree that it is desirable to retain wildlife habitat on that part of the Lands designated in Schedule “A” hereto as the “Habitat Lands”.

NOW THEREFORE in consideration of the covenants and premises herein, the parties agree as follows:

1. Subject to earlier termination as provided herein, the **Landowner** agrees that for a term of **5** years (The “Contract Term”), commencing **January 1, 2021** and expiring **December 31, 2025**, with one automatic renewal for an addition **5-year term** if mutually agreed upon between the **Landowner** and **ACA**:
 - (1) will not undertake, cause, permit, or allow the commencement or carrying out of any grazing, draining, haying, tillage, spraying, or other activities or operations which would reduce or destroy the existing woodland, grassland or wetland habitat on the Habitat Lands with exception of those outlined in Section 1.1(d).
 - (2) will not in any way alter, change or disturb the condition, contours, or slope of, or soil, water, or tree coverage on the Habitat Lands with exception of those outlined in Section 1.1(d).

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- (3) will permit **ACA**, its agents and employees reasonable access over the Habitat Lands as may be requested for carrying out observations and studies of wildlife and habitat on the Lands, and to monitor the condition of, and install and replace signage on, the Habitat Lands. **ACA** may consult with the **Landowner** prior to exercising such access in order to arrange a time to do so.
- (4) will provide the general public with “Reasonable Access” to the Habitat Lands for all forms of legal recreational activity (examples: hiking, hunting by, angling, and foraging) with exception of those outlined in Section 1.1(e),(f).
- (5) will permit **ACA** and its agents to erect boundary signs along the perimeter of the Habitat Lands and an informational sign to advertise the **Landowner’s** participation with the Landowner Habitat Program.
- (6) will permit **ACA** to advertise the Habitat Lands and the **Landowner** by means of pictures, writing or verbal communication with regards to this agreement in **ACA** publications.
- (7) will permit **ACA** to remove the sign placed by **ACA** on or near the Habitat Lands.

1.1 Notwithstanding Section 1, **ACA** and the **Landowner** agree that:

- (a) The **Landowner** hereby releases **ACA** and its successors, assigns, employees, agents, contractors, officers and directors from any actions, claims, accounts, demands, or injuries which the **Landowner** now has or may have or in any way suffer, sustain or incur in regard to, arising out of, pertaining to or in any way connected with any recreational activity carried out on the Lands, or the use of the Lands by the **Landowner** and any of its employees, agents, contractors, friends, partners and their respective family members.
- (b) The **Landowner** does hereby indemnify and save harmless **ACA** from and against all actions, claims, accounts, costs (including without limitation, legal costs on a solicitor/client basis), demands, damages or injuries which **ACA** may suffer or be held responsible for, with respect to the Lands or any adjacent property, which are caused by or are the result of the use of or operations on the Lands by the **Landowner** and any of its employees, agents, contractors, friends, partners and their respective family members.
- (c) **ACA** does hereby indemnify and save harmless the **Landowner** from any and all actions, claims, accounts, costs (including without limitation, legal cost on a solicitor/client basis), demands, damages or injuries which the **Landowner** may suffer or be held responsible for, with respect to the Lands or any adjacent property, which are caused by or are the result of the use of or operations on the Lands by the **ACA** and any of its employees, agents, contractors, officers and directors.
- (d) The **Landowner** may make modifications to the habitat required to prevent excess flooding or draught, as recommended by Alberta Environment and Parks. **ACA** is to be notified if any modifications are planned.
- (e) The **Landowner** may restrict any recreational access involving domestic livestock (i.e., horseback riding.).

- (f) The **Landowner** will restrict all overnight camping, and campfires, will restrict any target practice, and will restrict any baiting (as defined in the Alberta Guide to Hunting Regulations).
 - (g) The **Landowner** may restrict any motorized vehicles (e.g. ATV, motorbikes, OHV's) not required in conjunction with the enjoyment of the land for the uses identified in this agreement in section 1(4).
- 2. In consideration of the **Landowner's** undertakings and covenants herein, **ACA** will pay the **Landowner** the total lump sum of **One (\$1.00) Dollar**, hereby acknowledged, on the **1st** day of **January 2021** as full payment for the Contract Term, on the following basis:

the retention and management of the **161 acres, more or less**, that comprise the Habitat Lands, as shown on Schedule "A".

This payment is compensation for the **Landowner's** retention and management of the Habitat Lands. No compensation is provided for the provision of Reasonable Access to the public.
- 3. (1) **ACA** is entitled to terminate this Agreement without notice in the event of the occurrence of any one of the following
 - (a) if the **Landowner** breaches or is in default of any condition, term or provision of this agreement,
 - (b) if the **Landowner** at any time rescinds this agreement; or
 - (c) if for any reason the **Landowner** ceases to have, or is divested of, complete ownership and control of the Habitat Lands, and does not, prior to such cessation or divestiture, obtain from the subsequent owner and provide to **ACA** a copy of the new owner's covenants to observe and comply with the terms, conditions and provisions of this agreement including the obligations of the **Landowner** according to the terms herein contained.
- 4. **ACA** may, from time to time, waive the **Landowner's** default regarding any provision of this Agreement, either before or after the occurrence of the default, but a waiver:
 - (a) is not effective or binding upon **ACA**, unless it is in writing; and
 - (b) does not limit or affect **ACA's** rights with respect to any other default or non-performance, whether previous thereto, subsequent, or in the future.
- 5. (1) In addition to any other rights of **ACA** herein, **ACA** is entitled to terminate this Agreement at any time without cause by giving at least 90 days written notice to the **Landowner**. Upon termination of this agreement by **ACA** pursuant to this section, **ACA** shall not have any further obligations to the **Landowner** under this agreement.

(2) In addition to any other rights of the **Landowner** herein, the **Landowner** is entitled to terminate this Agreement at any time without cause by giving at least 90 days written notice to **ACA**. Upon termination of this agreement by the **Landowner** pursuant to this section, the **Landowner** shall not have any further obligations to **ACA** under this agreement.

(3) By the end of the 90 day Termination Period, **ACA** shall ensure that any improvements made to the lands by the **ACA** and any of its employees, agents, contractors, officers and directors are removed from the lands unless otherwise agreed to by the **Landowner**.

6. This agreement does not prevent the **Landowner** from entering production site leases with mineral producers. However, to minimize the disturbance associated with a mineral surface lease, the **Landowner** will, prior to signing any surface lease regarding exploration and extraction of mineral, oil or gas resources and affecting the Habitat Lands, or permitting any seismic testing on the Habitat Lands, notify and consult **ACA**. **ACA** does not, by virtue of this Agreement, become entitled to receive any rent or compensation from the **Landowner** in respect of the placement of any such lease, easement or right of way. The area of the Habitat Lands, and **ACA's** associated payments, may be adjusted by **ACA** to reflect the loss of Habitat Lands due to the surface lease disturbance.
7. Schedule "A" attached hereto forms an integral part of this Agreement.
8. Each party may send any correspondence, communication or notices concerning this Agreement to the other party at the address given for that party on Page 1 hereof or at such other address as the respective party may in writing indicate as its address.
 - If mailed, at the expiration of five business days after the mailing;
 - If sent by fax or email, upon the successful completion of the transmission;
 - If personally delivered, on the date it is delivered.
9. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the date indicated below.

Landowner(s)

Date Signed: _____ Signature: _____
PARKLAND COUNTY

Marco Fontana
Alberta Conservation Association
Land Management, Central Region

Date Signed: _____ Signature: _____

Todd Zimmerling
Alberta Conservation Association
President and CEO

Date Signed: _____ Signature: _____

SCHEDULE "A" to Habitat Retention Agreement HRA # LHP-CE-018

Legal Description: **SE - Sec 17 - Twp 051 - Rge 06 - W5M** as described in Certificate of Title **192 227 974 +8**, being subject to such exceptions as are shown in the existing Certificate of Title or as exist by operation of law.

Property of: Parkland County

The "Habitat Lands" are comprised of the portion of the Lands in the sketch below comprising of **161 acres**.



Glossary of Terms

Commencement Date - the date, as specified in the agreement when the agreement takes effect.

Contract Term - the number of years for which the terms of the agreement are in effect.

Habitat Lands - wildlife habitat designated in Schedule “A” to this agreement.

Landowner - the registered owner of the Habitat Lands as per the land title.

Lands - The land legally described as **SE - Sec 17 - Twp 051 - Rge 06 - W5M** as described in Certificate of Title **192 227 974+8**, being subject to such exceptions as are shown in the existing Certificate of Title or as by operation of law.

Reasonable Access – means, for the purposes of hunting and/or angling and other forms of recreation on the Lands by foot except when permitted by the **Landowner**. The **Landowner** may prohibit access at its discretion, acting reasonably, if the **Landowner** believes that the person or person(s) requesting access may cause damage to the Lands, or violate any laws, bylaws, or requirements of any governmental authority.