

Appendix 6A

STANDARD LAND HOLDING AGREEMENT

AGREEMENT dated this _____ day of _____, 20_____.

BETWEEN:

THE NATURE CONSERVANCY OF CANADA

(hereinafter called the "Conservancy")

OF THE FIRST PART

- and -

(hereinafter called the "Landowner")

OF THE SECOND PART

WHEREAS:

- (a) the Conservancy is a not-for-profit corporation incorporated under the laws of Canada, the purposes and objects of which include the acquisition of natural areas for preservation;
- (b) the lands more particularly described in Schedule A hereto annexed (hereinafter called the "Lands") have been acquired by the Conservancy for such purposes and the Conservancy has paid or received as donated value the total amount of _____ (herein called the "Conservancy Contribution") for such acquisition;
- (c) the parties have agreed that the Landowner shall take title to and manage the Lands subject to the terms and conditions hereinafter set out.

WITNESSETH THAT in consideration of the premises, other good and valuable consideration, the Conservancy Contribution and the sum of \$2 now paid by each party to the other (the receipt whereof is hereby by each acknowledged) the parties hereby agree as follows:

1. The Landowner shall have title to the Lands so long as the Landowner uses the Lands for the purpose of maintaining, enhancing, restoring or creating habitat in order to retain the diversity, distribution, and abundance of wildlife, including plants and ecological communities, in Canada, subject to any management plan that may be prepared in regard to the Lands as set out in paragraph

2. The Landowner shall forthwith prepare a Management Plan for the Lands, for the approval of the Conservancy, which shall set out the manner in which each part of the Lands shall be managed, protected and monitored so as to conserve and enhance their ecological values. The Landowner and the Conservancy shall use their best efforts to reach agreement on the Management Plan and execute same as soon as reasonably possible and in any event within - year of the date hereof. The Management Plan and any amendments thereto as hereinafter set out shall at the option of the Conservancy be registered against the title to the Lands by the Landowner. The Landowner shall manage, protect and monitor the lands in accordance with the Management Plan subject to any amendments thereto as may be agreed upon by the parties from time to time, acting reasonably. Until such Management Plan is executed the Landowner shall maintain the Lands in their current state subject to any new management initiatives, control of access and erection of signs, fences or gates and the construction of buildings and other improvements which have received the prior written approval of the Conservancy.

3. The Conservancy and its agents may enter upon the lands from time to time and may conduct biological inspections and evaluations.

4. The Landowner may transfer all or any part of the Lands (in this paragraph and in paragraph 5 referred to as the Subject Lands) to a government agency or not-for-profit conservation corporation, or may mortgage the Subject Lands, in each case subject to the consent in writing of the Conservancy, such consent not to be unreasonably withheld, provided the transferee or mortgagee first enters into an agreement with the Conservancy satisfactory thereto covenanting to be bound by the provisions of this Agreement and requiring any future transferee, mortgagee, assignee or lessee to enter into a similar agreement with the Conservancy.

5. Should the Landowner desire to transfer the Subject Lands to a third party free and clear of this Agreement, or cease to use the Subject Lands as set out in this Agreement, the following shall take place:

(a) The Landowner shall give notice in writing to the Conservancy of such desire and the reasons therefor;

(b) Within sixty (60) days of the receipt by the Conservancy of such notice, the Conservancy shall by notice in writing to the Landowner require the Landowner to:

- (i) at the option of the Conservancy either transfer the Subject Lands to the Conservancy or enter into a conservation agreement in regard thereto with the Conservancy in form and substance satisfactory to the Conservancy acting reasonably and in either case for nominal consideration; or,
- (ii) pay to the Conservancy an amount which is the greater of (1) the Conservancy Contribution or (2) the said Conservancy Contribution times a fraction, the numerator of which is the market value of the Lands at the time of disposition and the denominator of which is the purchase price of the Lands of which the Conservancy Contribution formed a part thereof or the appraised value of \$_____. In either case (1) or (2), payment shall be prorated on an area basis if the Subject Lands are of a lesser area than the Lands.

Should the Conservancy not give notice under (b) within the said period, the Landowner may proceed as set out in its notice aforesaid and if it so proceeds the Subject Lands shall cease to be subject to this Agreement. If the Conservancy gives notice under (b) within the said period, the Landowner may not transfer the Subject Lands to a third party or change the use thereof unless and until the conservation agreement has been entered into under (i) or the payment has been made under (ii) as the case may be and the costs and matter set out below have been paid and completed. Thereafter the Subject Lands shall cease to be subject to this Agreement. If the Subject Lands are of a lesser area than the Lands, this Agreement shall continue to apply to the remaining Lands. The market value aforesaid shall be determined by an AACI-accredited appraisal or appraisals satisfactory to the parties, acting reasonably, and obtained and paid for by the Landowner. The Landowner shall at its cost provide the Conservancy with good title to the Subject Lands or the conservation agreement thereon under (i) and shall pay to the Conservancy all the Conservancy's reasonable out-of-pocket expenses and administrative costs arising by reason of aforesaid.

6. The Landowner shall use all reasonable efforts to have the contribution of the Conservancy in acquiring the Lands recognized in any publicity in regard thereto and in any signage that may identify the Lands from time to time. The Landowner shall use all reasonable efforts to provide the Conservancy with copies of brochures, tapes, videos and news releases in regard thereto.

7. The Landowner shall pay and discharge promptly as due, all realty taxes, mortgages, utility charges and all other federal, provincial or municipal rates, charges and amounts, the non-payment of which might give rise to a lien or charge against the Lands. The Landowner shall keep the Lands free and clear of any construction liens.

8. The Landowner shall indemnify and save harmless the Conservancy against all claims, charges, costs, actions, causes of action and demands whatsoever that may in any way arise from the purchase, ownership and management of the Lands hereunder and in regard to this Agreement. The Landowner shall, at its expense, carry public liability insurance in an amount of _____ and at the request of the Conservancy shall provide proof of such insurance and if required by the Conservancy such insurance shall include the Conservancy as a named insured.

9. The parties agree that this Agreement shall be registered in the Registry of Deeds office in _____, Province of _____.

10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE NATURE CONSERVANCY OF
CANADA

Per:

[THE LANDOWNER]

Per

Schedule A

attached to and forming part of the Agreement between

THE NATURE CONSERVANCY OF CANADA and _____

dated the _____ day of _____, 20__

The terms and conditions of this Agreement apply to the following lands, as described in
the _____ Land Titles Office: