

AGREEMENT dated this ____ day of _____ 2019

Between:

ONTARIO LAND TRUST ALLIANCE, a corporation incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario (hereinafter called "OLTA")

OF THE FIRST PART

-and-

«**Applicant**» (hereinafter called "Partner")

OF THE SECOND PART

Concerning: «Property name»

«Legal Description» (hereinafter called "the Lands")

[or the Conservation Easement Agreement registered on title to xx (hereinafter called "the Lands")]

Assessment Roll Number: «ARN»

WHEREAS:

The Partner has secured the Lands to create a new protected area and to advance the conservation of biodiversity in Ontario; and,

[if applicable] The Partner has developed a Property Management Plan and/or has undertaken a Species at Risk Inventory to help guide the conservation actions necessary for the long-term management and stewardship of the Lands; and,

OLTA administers the Ontario Land Trust Assistance Program (OLTAP) to advance the protection of biodiversity and contribute to the long-term environmental health and sustainability of Ontario by supporting the acquisition of and management planning for ecologically sensitive lands by eligible recipients; and,

[if applicable] OLTA is providing funding to the Partner through OLTAP to support the securement of the Lands *[and/or to support the development of a Property Management Plan for the Lands, and/or to support a Species at Risk Inventory on the Lands];* and,

[if applicable] The Partner has developed a Property Management Plan to help guide the conservation actions necessary for the long-term management and stewardship of the Lands; and,

[if applicable] OLTA is providing funding to the Partner through OLTAP to support the costs incurred to implement direct habitat management actions to improve Species At Risk habitat or mitigate impacts; and,

The Partner is the registered *owner/holder* of the Lands *acquired/registered on title* on the «Date» for conservation purposes and for the protection of the biological diversity in accordance with the aims of protecting these lands for long term conservation purposes; and,

The Parties have agreed that the Partner will hold and manage the Lands subject to the terms and conditions hereinafter set out.

The Parties agree to the following:

1. Payments

The Partner will receive an OLTAP grant in the total amount of \$«Amount» (the "OLTAP Grant") for the approved expenses as outlined in section 2 of this Agreement.

2. Use of Funds

The Partner will use the OLTAP Grant for reimbursement of monies expended for the following:

	APPROVED EXPENSES
Appraisal costs	
Survey costs	
Land transfer taxes	
Legal fees	
Planning Approval	
Fees associated with facilitating cross border transactions	
Baseline Documentation Report	
Property Management Plan for fee simple lands	
SAR Inventory for fee simple lands	
Direct management actions	
Approved OLTAP Grant	

3. Access

The Partner hereby grants to OLTA access to the Lands for the purposes of conducting site visits to monitor/inspect actions taken in accordance with the biodiversity conservation objectives of the OLTAP. Access shall be subject to prior written notice of at least twenty-four (24) hours.

4. Disposition/Mortgage of the Lands

If for any reason the Partner wishes to transfer, assign, lease or otherwise dispose of all or any part of the Lands, the Partner must first obtain written consent in writing from OLTA.

The Partner may transfer, assign, lease or otherwise dispose of all or any part of the Lands for conservation purposes to a third party that would qualify as an eligible recipient under OLTAP, or may mortgage the Lands, in each case subject to the prior written consent of OLTA, such consent not to be

unreasonably withheld, provided the transferee, assignee, leasee or mortgagee first enters into a written agreement with OLTA satisfactory thereto covenanting to be bound by the terms of this Agreement, and requiring any future transferee, mortgagee, assignee or lessee to enter into a similar agreement with OLTA.

Where OLTA does not grant consent as described above and the Partner proceeds to dispose, transfer, assign, lease or mortgage the Lands, OLTA at its sole discretion may require the Partner to reimburse OLTA the full amount of the OLTAP Grant provided through this Agreement.

5. Recognition and Communications

The successful recipient will give credit to and acknowledge receipt of financial assistance from the Ontario Land Trust Alliance, through OLTAP, in every report, advertisement, brochure, media release, signage, etc. related to the project, as follows:

“The Ontario Land Trust Assistance Program assists eligible recipients with costs associated with land securement and management to help conserve Ontario’s biodiversity. OLTAP is an initiative of the Ontario Land Trust Alliance Inc. This project was undertaken with the financial support of the Government of Canada.”

Recipients will also include the OLTA logo, to be supplied by OLTA, and follow design and usage rules for this logo in every report, advertisement, brochure, media release, signage, etc. where other logos are included.

Recipients will invite OLTA and, at OLTA's request Environment Canada, to participate in any public announcements or ceremonies in regard to the project, and further agree to cooperate with OLTA in any communications OLTA might lead pertaining to achievements realized under OLTAP.

Where feasible, OLTA also requests that grant recipients provide one high-resolution electronic photograph of your property, along with confirmation that OLTA has permission to use the image in print and/or on-line media. Please provide photo credit where required.

6. Information/Data Disclosure

The Partner acknowledges that information and data provided to OLTA in the Partner's OLTAP funding application and/or in any documents produced with support of the OLTAP Grant may be shared by OLTA with its government partners, and that the Partner has obtained necessary consent from the owner of the Lands to do so, where such owner is different than the Partner.

7. Indemnity and Insurance

The Partner shall indemnify and save harmless OLTA against any and all claims, charges, costs, actions, causes of action and demands whatsoever that may in any way arise from the ownership and management of the Lands by the Partner under and in regard to this Agreement.

The Partner shall, at its own expense, maintain, at all material times, insurance coverage in the amount of five million dollars (\$5,000,000) in Canadian funds through a private insurance provider, with respect to any claims, demands, actions or causes of action that may arise in connection with its obligations and

covenants under this Agreement and shall provide to OLTA, upon reasonable written request from OLTA, a copy of said certificates of insurance.

8. Registration of Agreement

The parties agree that, if requested by OLTA, notice of this Agreement shall be registered on title to the Lands by the Partner, at the Partner's expense.

9. Right to Audit

The Partner shall permit OLTA to examine, audit and copy any invoices, accounts, receipts or other records or materials relating to your obligations under this agreement.

10. Meetings and Reports

The Partner shall convene meetings when requested by OLTA acting reasonably to review the status of the Lands. The Partner shall, at such meetings of the parties, report on the use of the Lands for the period dating back to the acquisition/registration date or the previous meeting as the case may be, including, if available, information regarding the condition of the property, improvements constructed or repaired and any educational programs conducted.

11. Binding

This Agreement shall endure 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.

ONTARIO LAND TRUST ALLIANCE

Per: _____
Alison Howson
Executive Director

«ORGANIZATION_NAME»

Per: _____
Name & position of Signing Authority

Signature

Per: _____
Name & position of second Signing Authority
where required to bind the corporation

Signature