



Mountain View C O U N T Y

AGENDA

BERGEN AREA STRUCTURE PLAN REVIEW

Thursday, May 15, 2025 @ 1:00 p.m.

Mountain View County Office (Council Chambers) 10 - 1408 Twp Rd. 320, Didsbury, AB
and the opportunity to join via Zoom Cloud

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1. CALL TO ORDER
 2. AGENDA
 - 2.1 Adoption of Agenda
 3. ADOPTION OF PREVIOUS MINUTES
 - 3.1 Adoption of Minutes from April 17, 2025
 4. BUSINESS ARISING
 5. DELEGATIONS
 6. OLD BUSINESS
 - 6.1 Legacy Trust Update (Verbal)
 7. NEW BUSINESS
 - 7.1 Jackson Lake – Conservation Easement
 - 7.2 Review of updated Bergen ASP Initial Engagement Questions
 8. CORRESPONDENCE
Nil
 9. CONFIDENTIAL ITEMS
 10. ADJOURNMENT

MINUTES

BERGEN AREA STRUCTURE PLAN REVIEW

MOUNTAIN VIEW COUNTY

Minutes of the Bergen Area Structure Plan Review Meeting held on Thursday, April 17, 2025, in the Council Chamber, 10 - 1408 Twp Rd 320, Didsbury, AB.

PRESENT

B. Beattie, Chair/Member-at-Large
A. Shaw, Member-at-Large
S. Ingeveld, Community Association Member
T. Nixon, Councillor
J. Lutz, Councillor

IN ATTENDANCE

J. Ross, Assistant Director of Planning & Development Services
D. Gonzalez, Planner
M. Schnell, Planner
P. Grochmal, Permitting and Development Officer
D. Rice, Recording Secretary

ABSENT

K. Lawson, Member-at-Large
G. Harris, Councillor

CALL TO ORDER

B. Beattie, call the meeting to order at 1:00 p.m.

AGENDA

Moved by T. Nixon
BASP25-002 That the Steering Committee adopt the Agenda of the Bergen Area Structure Plan Review for April 17, 2025, with the addition of date of the meeting on the agenda heading.
Carried.

MINUTES

Moved by S. Ingeveld
BASP25-003 That the Steering Committee adopt the Minutes of the Bergen Area Structure Plan Review for March 11, 2025.
Carried.

NEW BUSINESS

7.1 Legacy Land Trust Information - Verbal

- Delegation from Legacy Land Trust to attend a meeting, possible date in June.

- Formulate questions for this meeting.
- Recap Legacy's conservation easement for next meeting.

7.2 Engagement Strategies

- Assist with the Development of a Vision, Mission Statement and Key Principles
- Members discussed Community Engagement via: Mailouts, Pre-recorded Sessions published online prior to Open House, Social Media, Open House at Bergen Community Hall (suggested dates: June 4, 2025, with May 28, 2025, as alternate), information boards that allow feedback/questions, Zoom/Live Stream recorded then posted online following the Community Engagement and include questions that can be answered at Open House, a Questionnaire, possibly Road Signs and advertising in the Bergen News.

7.3 Bergen Area Residents - Topics of Concern

- Data collected during the byelection was reviewed for information purposes.

7.4 Community Engagement Materials

- The Steering Committee suggested the following changes to the Community Engagement Materials:
 - Concerns from Cllr Nixon's constituents were shared with the members.
- Planning Vision needs to be reviewed, changes happen and maybe a refresher is required.
 - The vision was prepared in 2007 and was reviewed in 2015 with no changes.
 - Is the current vision acceptable or is change needed. Provide feedback (maybe share with people the things we can't change).
- Questionnaire options:
 - **1.** Do you live in the Plan area or not.
 - **2.** Connection to the area or why you choose to live in the area.
 - **3.** Most important thing you like, maybe an option of D: Other change to say that it was reviewed in 2015
 - **4.** Current Vision (no Option A or Option B), instead what is your feedback to the vision. Open ended for comments.
 - **5.** Incorporate into question 4.
 - **6.** Current strategies are displayed. Check marks.
 - **7.** What do you not want to see. **New 8.** or not see
 - **8.** Density and subdivision of Land – add preamble Can we add Council Strategy as a precursor as to why we do what we do? i.e.) Ag Preservation
 - Discussion: Dwelling density does not allow 2nd dwellings on an acreage, but a suite is an option for more housing on an acreage. Dwelling density (second houses) would mean more subdivisions.
 - **9.** Remove
 - **10.** Remove

- Add Jackson Lake to the map, it is boggy and not good for driving in, maybe walking path. For day use possibility. Add the gold colour on the next slide.
- **11.** leave
- **12.** leave
- **13.** Define the categories and add examples
- Add other in case people think of something we are not.
- **14. & 15.**
- **16.** Leave
- **17.** add: Disclaimer/Statement - your information will be submitted back to committee for consideration.
- Add a board for Jackson Lake, significant area and easement wording.

7.5 Next Steps

- Bring the questionnaire back to the next meeting.
- Share the Boards for the Open House with the Steering Committee to comment on.
- Email entire Steering Committee:
 - Next Meeting: May 15th
 - Open House Date: June 4th or May 28th
- Pre-recording sessions (3 people)
 - Recorded ASAP after May 15th Meeting
- Any other comments on Current ASP, bring back as part of review
- Jackson Lake
 - What was communicated in the last ASP?
 - Circulating Legacy Land Trust Easement
- Next Meeting: May 15th at 1 p.m.

ADJOURNMENT

Meeting adjourned at 2:52 p.m.

Chair

I hereby certify these Minutes are correct.

**ALBERTA GOVERNMENT SERVICES
LAND TITLES OFFICE**

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LEGACY LAND TRUST SOCIETY
CONSERVATION EASEMENT

This Agreement is made this 11 day of October, 2017.

BETWEEN:

MOUNTAIN VIEW COUNTY

(the "Grantor")

OF THE FIRST PART

-and-

LEGACY LAND TRUST SOCIETY

(the "Grantee")

OF THE SECOND PART

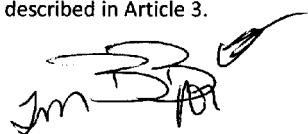
WHEREAS:

- A. The Grantor is the owner in fee simple of the Property as legally described in Schedule "A" and as shown on the map in Schedule "E";
- B. The Grantee is a qualified organization as defined in the *Alberta Land Stewardship Act* and has as one of its objects the preservation of land for its ecological, cultural, historical, agricultural, productive and scenic values for all citizens;
- C. The Grantor wishes to grant and convey to the Grantee a conservation easement on the Property in perpetuity by way of this Agreement;
- D. Such conservation easement is granted for the purpose of protecting, conserving, and enhancing the environment, natural scenic or esthetic values, and agricultural land or land for agricultural purposes and passive recreational use;
- E. The parties hereto expect that Ecological Goods and Services incentive programs, including but not limited to carbon credits on intact vegetation and wetland mitigation credits, will become more clearly defined and that protocols and/or programs will be developed. The parties hereto intend that the Grantor will be permitted to participate in such programs to assist in the economics of land management provided that such programs are not inconsistent with the long-term conservation and management of the ecologically sensitive features present on the Property and that such programs are consistent with the Restrictions and Property Management Principles of this Agreement.

NOW THEREFORE this Conservation Easement Agreement sets forth the Agreement between the Parties as follows:

Article 1 Interpretation

- 1.1 Definitions - In this Agreement, the following words and phrases shall have the meanings set forth below unless the context of this Agreement otherwise requires.
 - a. "Act" means the *Alberta Land Stewardship Act*, SA 2009, c. A-26.7, and regulations enacted thereunder, as amended from time to time.
 - b. "Agreement" means this Conservation Easement Agreement including the recitals and the Schedules hereto.
 - c. "Baseline Report" means the baseline documentation report which records the Conservation Values on the Property as more fully described in Article 3.



- d. "Conservation Lands" means the Property.
- e. "Conservation Values" means the conservation values as documented in the Baseline Report including, without limitation, the valuable contribution of the Property to biodiversity and the natural habitat for wildlife, as well as the ecological, scenic, aesthetic and open space values of the Property, including flora, fauna, and soils; all of which protect, conserve and enhance the lands and the environment.
- f. "Court" means the Court of Queen's Bench of Alberta, all Courts having jurisdiction to hear appeals therefrom and all Courts which in the future exercise the jurisdiction of such Courts as they are as at the date of this Agreement.
- g. "Ecological Goods and Services" means a naturally occurring process, product, quality, function, activity, experience, or aspect of the Property and may include, without limiting the generality of the foregoing, the capturing and storing of water and carbon.
- h. "Grantee" means the Legacy Land Trust Society ("LLTS"), and its successors and assigns.
- i. "Grantor" means Mountain View County and its successors and assigns.
- j. "Industry Operations" means any seismic, exploration, development, production or transportation of or for petroleum, natural gas, natural gas liquids, coal bed methane, coal, uranium, electricity, wind power or any other mineral substances or sources of energy.
- k. "Parties" means the Grantor and the Grantee and their respective heirs, executors, administrators, successors and assigns.
- l. "Property" means the lands legally described in Schedule "A" and shown on the map in Schedule "E" which, without restricting the generality of the foregoing, shall include all rivers, streams, lakes, and other bodies of water located on the lands.
- m. "Property Management Principles" means the guiding principles for the use of the Property by the Grantor and others as described in Schedule C.
- n. "Management Plan" means a written Agreement, which may be amended from time to time and which may be separate from this Agreement but will be in compliance with this Agreement, between the Grantor and the Grantee containing the specific land management activities that support the Conservation Values of the Property.
- o. "Regulatory Body" means the Alberta Energy Regulator, Alberta Energy and Utilities Board, the Alberta Surface Rights Board, the Alberta Natural Resources Conservation Board, the National Energy Board, Alberta Environment, Environment Canada, the Court and any other local, municipal, provincial, or federal regulatory body, regulatory agency, court or tribunal, government, government agency and department of government, as may from time to time have any jurisdiction over the Property, and specifically over the environmental protection and preservation of the Property and related matters
- p. "Restrictions" means the restrictions on the use of the Property by the Grantor and others, as set forth in Schedule "B".
- q. "Term" means the term of this Agreement which is from the date of this Agreement and continuing thereafter in perpetuity.

1.2 Schedules – The Schedules to this Agreement are, by this reference, expressly incorporated herein and shall form part of this Agreement. The Schedules are as follows:

Schedule "A" – Legal Description of the Property

Schedule "B" – Restrictions

Schedule "C" – Property Management Principles

Schedule "D" – Permitted Encumbrances

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Schedule "E" – Map

- 1.3 Time – Time shall be of the essence in this Agreement.
- 1.4 Severability - If any terms or provisions of this Agreement are determined to be invalid, prohibited or unenforceable, then such terms and provisions shall be severable from the remainder of this Agreement and the validity and enforceability of the remaining terms and provisions of this Agreement shall not be affected.
- 1.5 Entire Agreement - This Agreement constitutes the entire agreement between the Parties with regard to the matters dealt with herein and there are no understandings, agreements, warranties, representations or covenants, whether express or implied, verbal or written, between the Parties concerning the matters contained herein, except those expressly contained in or incorporated into this Agreement; the baseline information contained in the Baseline Report and any subsequent management plans shall be considered to have been incorporated into this Agreement.
- 1.6 Headings - The headings in this Agreement have been included for convenience of reference only and shall not be referred to in the interpretation of this Agreement.
- 1.7 Gender and Number - All references herein to the singular shall include the plural and *vice versa*, and all references herein to the masculine shall include the feminine and neutral and *vice versa*.
- 1.8 Applicable Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.
- 1.9 Overriding Intention - It is the overriding intention of the Parties that if there is any ambiguity or uncertainty in the interpretation of this Agreement, it shall at all times be interpreted and construed in favor of maintaining the Conservation Values.
- 1.10 Amendment - This Agreement may be amended from time to time by the Parties provided however that all such amendments must be evidenced by a written instrument duly executed by both Parties and registered at the Lands Titles Office. Until all such steps have been taken, no amendment of this Agreement shall be effective.
- 1.11 Joint and Several - If the Grantor or the Grantee comprises more than one Person, then the obligations of the Grantor or the Grantee hereunder shall be the joint and several obligations of all such Persons.
- 1.12 Relationship of the Parties - This Agreement is intended to establish a conservation easement with respect to the Property in accordance with the Act. Nothing contained in this Agreement shall be construed as creating any partnership, joint venture or association of any kind or as imposing upon either Party any partnership duty, fiduciary duty, obligation or liability to any other Person who is not a Party to this Agreement.

Article 2 Grant of Conservation Easement

- 2.1 The Grant - The Grantor hereby irrevocably and unconditionally grants, assigns, sets over and conveys to the Grantee a conservation easement on the Property in perpetuity, all in accordance with the terms and provisions of this Agreement. Such conservation easement is granted by the Grantor to the Grantee voluntarily, without duress, and without conditions.
- 2.2 An Interest Running with the Land – The conservation easement granted by the terms of this Agreement shall constitute an interest in the Property and shall run with the land.
- 2.3 Fully Enforceable – The terms and conditions of the conservation easement established by this Agreement shall be fully enforceable regardless of whether they constitute positive or negative covenants, and notwithstanding the fact that the Grantee may not at the time of this Agreement, nor from time to time in the future, have any interest in any land that would be accommodated or benefited by the conservation easement created hereby.
- 2.4 Purposes of this Conservation Easement – The conservation easement granted by the terms of this Agreement is for the purposes of protecting, conserving and enhancing the environment, including, without limitation, the protection, conservation and enhancement



of biological diversity as well as the protection, conservation and enhancement of natural, scenic and aesthetic values, the protection of the natural habitat for wildlife on the Property, the protection of the Conservation Values of the Property, and other similar purposes.

- 2.5 Binding on All Future Owners of the Property – Upon the registration of this Conservation Easement Agreement at the Land Titles Office on the title to the Property, the Grantor, and every transferee, and every other person deriving title from the Grantor or through tax sale proceedings, is deemed to be affected with notice of all of the terms and provisions of this Agreement, and all such Persons shall be bound by the terms and provisions of this Agreement.
- 2.6 Registration of the Conservation Easement – Upon the execution and delivery of this Agreement, the Grantee shall register this Agreement at the Land Titles Office on the title to the Property and the Parties shall execute and deliver all documents that may be required to effect such registration.

Article 3 The Baseline Report

- 3.1 Baseline Report Prepared by the Grantee – A Baseline Report in writing, with appropriate photographs, maps, drawing, graphs, statistics and other information as the Grantee deems appropriate, to carefully and thoroughly document the Conservation Values, features and uses of the Property has been completed by Tannas Conservation Services Ltd. in September 2017. The Baseline Report shall document and preserve the baseline information to be used by the Grantor and the Grantee to monitor and assess the preservation and protection of the condition and natural characteristics of the Property, and shall be used to monitor future compliance with this Agreement.
- 3.2 Copy of Baseline Report to Grantor - Immediately upon the completion of the Baseline Report, the Grantee shall deliver a full and complete copy of the Baseline Report to the Grantor and shall retain a copy for itself.
- 3.3 The Baseline Report is to be Preserved – Each of the Parties shall take reasonable care and precautions to preserve and protect their respective copies of the Baseline Report. The Baseline Report shall be kept by the Grantee in a place of safe keeping and shall be made available for review by the Grantor upon request.

Article 4 Grantee's Right of Access to the Property

- 4.1 Access Right – The Grantee shall throughout the Term of this Agreement have a right of access to the Property for the purposes described in Section 4.2.
- 4.2 Purposes of the Access Right – The purposes of the Grantee's right of access to the Property are to enable the Grantee to:
- a) prepare the Baseline Report;
 - b) determine compliance with the provisions of this Agreement by the Grantor through inspection, testing and analysis on the Property;
 - c) determine whether the Restrictions, Property Management Principles and other obligations of the Grantor under this Agreement are being fulfilled;
 - d) enforce this agreement;
 - e) prepare its position and submissions should it wish to oppose Industry Operations proposed for the Property;
 - f) inspect and observe Industry Operations that are approved for the Property;



- g) inspect and observe the rehabilitation of the Property following the completion of Industry Operations; or
 - h) carry out or observe any remediation, restoration or rehabilitation of the Property which, in the Grantee's opinion, is necessary or desirable in order to achieve the Purposes of this Agreement whether such actions are undertaken at the initiative of the Grantee or in order to remedy a default of this Agreement by the Grantor provided however that the rights and discretion granted to the Grantee with respect to the Property under this Agreement shall at all times be exercised reasonably and in full compliance with the requirements of this Agreement including but not limited to Section 10.3 (Notice of Default).
- 4.3 Grantee's Representatives – The Grantee's right of access to the Property shall include a right of access to the Grantee's directors, officers, employees, contractors, consultants, volunteers and other representatives as the Grantee may deem necessary to assist it in carrying out the purposes of its right of access as set forth in this Article 4.
- 4.4 Grantee to Exercise Careful Access – The Grantee shall take care to not unduly disrupt the Property in exercising its rights of access. Such access shall be on foot, wherever reasonably possible, but where vehicles are necessary they will be kept on roads or trails designated for that purpose. The Grantee shall also take reasonable care to avoid, as much as is reasonably possible given the circumstances, interference with the Grantor's use and enjoyment of the Property as permitted under the terms of this Agreement.
- 4.5 Grantee's Access by Appointment – In exercising its right of access hereunder, the Grantee shall take reasonable steps to endeavor to do so in accordance with an appointment that meets the scheduling and convenience of the Grantor. If, after the Grantee has taken such reasonable steps, such an appointment cannot be achieved, then the Grantee may exercise its right of access to the Property by providing the Grantor with no less than 48 hours prior written notice. Such notice, is not required if in the opinion of the Grantee, acting reasonably, emergency circumstances exist which render the giving of such notice impractical. In such circumstances the Grantee shall give the Grantor whatever verbal or written notice is possible. Whenever the Grantee exercises its right of access it shall subsequently confirm that it entered the Property by providing notice in writing to the Grantor forthwith.

Article 5 Restrictions and Property Management Principles

- 5.1 Compliance - The Grantor shall observe and comply with the Restrictions and the Property Management Principles throughout the Term of this Agreement. The Grantor shall be responsible to ensure that the Restrictions and the Management Plan are honored, together with all of the other provisions of this Agreement, by any tenant, leasee, and any other Person who may from time to time have the use of or access to the Property.
- 5.2 Trespassers – The Parties recognize that from time to time trespassers may enter onto the Property or that livestock may be on the Property without authorization. The Grantor shall use reasonable efforts to avoid breaches of the Restrictions, Property Management Principles and other provisions of this Agreement by all such trespassers and livestock.
- 5.3 Preservation of the Conservation Values – The Restrictions, the Property Management Principles and any agreed upon Management Plan are intended to maintain the Conservation Values of the Property and to fulfill the other purposes of this Agreement over the perpetual Term of this Agreement.
- 5.4 Paramountcy of Restrictions – To the extent that there are any inconsistencies between the Property Management Principles, as set out in Schedule "C", or any subsequent management plans and the Restrictions, as set out in Schedule "B", the Restrictions will govern.

Article 6 Provision of Grantor's Rights

- 6.1 Grantor Maintains its Use of Property – Following the execution and delivery of this Agreement, the Grantor shall have the right to continue to use, occupy and enjoy the Property to the fullest extent as was the case prior to this Agreement subject only to compliance with the terms and provisions of this Agreement. The Grantee shall have no interest in the Property other than is set forth in or arises from the terms of this Agreement.
- 6.2 Public Access - Nothing in this Agreement grants any right of access to the general public or to any other Person other than the Grantee and its representatives as provided in Article 4; except as the Grantor allows in accordance with the terms of this Agreement.

Article 7 Waiver

- 7.1 Temporary Waiver – The Grantee may, at the request of the Grantor or otherwise, temporarily waive any of the Restrictions or the application of any of the Property Management Principles by an instrument in writing delivered to the Grantor. Any such temporary waiver by the Grantee may be cancelled or terminated by written notice by the Grantee to the Grantor.
- 7.2 Permanent Waiver or Release – From time to time the Grantee, at the request of the Grantor or otherwise, may permanently waive or release any of the Restrictions or compliance with the Property Management Principles. Any such permanent waiver or release shall be effected by instrument in writing from the Grantee to the Grantor, which shall be consented to in writing by the Grantor. Such instrument shall not be effective until registered as an amendment to this Agreement at the Land Titles Office against the title to the Property.

Article 8 Disclosure of this Agreement

- 8.1 A Matter of Public Record – The registration of this Agreement as a conservation easement at the Land Titles Office against the title to the Property renders this Agreement a matter of public record. The Grantee and Grantor will work together to publicize the existence and the terms of this Agreement.
- 8.2 Disclosure in Grantee's Publications – Notwithstanding the provisions of Section 8.1, the Grantee shall have the right to publicize the existence of this Agreement in its formal public disclosure materials, its promotional brochures and other publications. This will be done in consultation with Grantor.

Article 9 Exploration, Development, Production and Transportation of Petroleum, Natural Gas, Coal and Other Mineral Substances

- 9.1 This Conservation Easement Constitutes an Interest in Land - Grantee hereby acknowledges and confirms that pursuant to subsection 32(1) of the Act, the conservation easement created under the terms of this Agreement constitutes an interest in land held by the Grantee. Accordingly, whenever the Grantor is contacted by any Person wanting to conduct any Industry Operations on the Property, the Grantor shall immediately advise such Person that the Grantee holds an interest in the Property and therefore needs to be notified. The Grantor shall also notify the Grantee of any proposed Industry Operations promptly after such proposal has been made known to the Grantor.
- 9.2 Grantor's Consent – If the Grantor is contacted by any Person wanting to conduct Industry Operations on the Property, the Grantor shall not grant its consent to the Industry Operations, and shall not grant or enter into any surface lease, surface license, easement, pipeline right of way agreement, road right of way agreement or other form of authorization or approval to any Industry Operations, without first obtaining the written consent to do so of the Grantee.
- 9.3 Grantor's Opposition – If the Grantee, in its capacity as the holder of an interest in land by virtue of this Agreement, decides to oppose and does oppose any proposed Industry

Handwritten signature and initials, possibly "BB" and "Jm", with a stylized flourish.

Operations on the Property in any negotiations with a proposed operator or in proceedings before any Regulatory Body in order to sustain the Conservation Values, then the Grantor shall take all steps, and shall do all things that are reasonable in the circumstances to support and to augment the Grantee's opposition to the proposed Industry Operations. Notwithstanding the foregoing, the steps that the Grantor is committed to take and the things that the Grantor is committed to do in support of the Grantee's opposition and in support of the Conservation Values as aforesaid, shall not obligate the Grantor to incur any expenditures of money in doing so.

9.4 Additional Monitoring Required for Industry Operations - The Grantor and Grantee hereby acknowledge and confirm that any new Industry Operations on the Property may require additional inspection, testing and analysis of the environmental effects of such Industry Operations on the Property. Accordingly, the Grantor confirms the Grantee shall act reasonably in exercising its discretion as to whether additional monitoring of the Industry Operations is required, and that the cost estimates of any such reasonably required additional monitoring by the Grantee shall be provided to the Grantor for approval. The Grantee will assist the Grantor in negotiating compensation to address the cost of the additional monitoring of the Industry Operations and if successful in that negotiation the compensation would be paid to the Grantor.

9.5 Surface Rights Revenues - Upon the Grantor and Grantee entering into this Agreement, and upon the registration of this Conservation Easement Agreement on the title to the Property at the Land Titles Office, the Grantee will thereafter have direct involvement in endeavoring to protect and preserve the environmental integrity, biological diversity and Conservation Values of the Property. Accordingly, to the extent that from time to time or at any time after the date of this Agreement, there are any entry fees, surface lease rentals, costs, damages or other compensation of any nature or kind whatsoever payable to the Grantor and/or to the Grantee with respect to any Operations on the Property (the "Surface Compensation"), then all such Surface Compensation shall be shared as to 80% to the Grantor and 20% to the Grantee. All such payments with respect to the Grantee's share of the Surface Compensation that is received by the Grantee, shall be utilized by it to defray its costs incurred in its efforts to protect the environmental integrity, biological diversity and Conservation Values of the Property and other lands in Alberta with respect to which the Grantee holds a Conservation Easement ("Other Conservation Lands"), and to the extent that there is a surplus remaining thereafter, to invest in the environmental enhancement and the preservation of the biological diversity of the Property and of Other Conservation Lands. All agricultural leases revenues are excluded from this provision of the agreement.

Article 10 Default and Enforcement

10.1 Agreement is Fully Enforceable - This Agreement may be enforced by the Grantee upon the default of the Grantor of any term or provision hereof; regardless of the degree or significance of the Grantor's breach or default.

10.2 Enforcement by a Qualified Organization - Pursuant to section 30 of the Act, this Agreement may also be enforced by a qualified organization (as defined in the Act), other than the Grantee, that the Grantor has designated in writing as having the power to enforce the conservation easement.

10.3 Notice of Default - If the Grantor is in default of any terms or provisions of this Agreement, then the Grantee shall give notice of such default and the following stipulations shall apply.

- a) Such notice shall describe the default in reasonable detail and shall stipulate the steps which, in the opinion of the Grantee, need to be taken by the Grantor to remedy the default, to prevent its continuation or recurrence and to alleviate the adverse implications arising from the default the Grantor shall have 60 days within which to remedy the default.
- b) Notwithstanding any other provision of this Agreement and any principle of law or equity to the contrary, any failure or delay by the Grantee in enforcing or strictly enforcing any of the terms or provisions of this Agreement shall not under any circumstances constitute a waiver, alternation, amendment, abrogation or change in the



terms and provisions of this Agreement nor in the Grantee's right to insist at any time on the strict compliance by the Grantor with its obligations hereunder.

- 10.4 Prevention of Anticipated Breach and Urgent Matter – If the Grantee has reason to anticipate that the Grantor is about to breach this Agreement in a manner which, in the Grantee's opinion, would be harmful to the Conservation Values of the Property or if a breach of this Agreement by the Grantor has already occurred and is of such a nature that, in the Grantee's opinion, it would be inappropriate for the Grantor to be given 60 days' notice of default (an "Urgent Breach"), then the Grantee may proceed to immediately seek a remedy to prevent or stop the breach of this Agreement without giving 60 days' notice of default or perhaps any prior notice whatsoever, to the Grantor. Some examples of Urgent Breach would include the cutting of timber, the burning of grasslands, brush or forest, the cultivation of native range, the deliberate destruction of rare plants by chemical spraying or the commitment of any kind of waste on the Property, although these examples are not intended to in any way constitute a comprehensive list of Urgent Breaches. The Grantee shall exercise its discretion with respect to an urgent breach reasonably, and only if and to the extent required to prevent or stop the breach.
- 10.5 Grantee's Interest to Continue – Neither the Grantee's rights under this Agreement nor its interest in the Property shall be diminished in any way by reason of any damage to the Property or any reduction in the Conservation Values of the Property whether any such damage or reduction is caused by a breach of this Agreement or otherwise.
- 10.6 Remedies Available – In the face of any breach of this Agreement, or any anticipated breach hereof the Grantee shall have the right to pursue all remedies available to it at law and in equity.
- 10.7 Injunctive Relief – To be determined by Court on a case by case basis.
- 10.8 Restoration – The parties hereby acknowledge and agree that:
- a) If there is a breach of this Agreement resulting in damage to the Conservation Values ("Environmental Harm"), the Grantee may not be adequately compensated by a damage award based on the value of what was taken from the Property. The Parties irrevocably and unconditionally agree that in case of any Environmental Harm, the damages that should be awarded in favour of the Grantee should be based on the costs of restoration that need to be incurred to restore the Property to its original condition prior to the Environmental Harm.
 - b) Upon the determination by agreement between the Parties, or by mediation, arbitration or litigation, of the amount of damages to be awarded to the Grantee with respect to any Environmental Harm to the Property, then the Grantee and its directors, officers, employees, contractors, consultants, volunteers and other representatives as are required to enter the Property, shall have the full and unfettered right to enter the Property to carry out the steps necessary to restore and repair the Property with the funds awarded or made available for that purpose.
- 10.9 Governmental Assessment – Without in any way restricting the generality of any of the foregoing provisions of this Article 10, if any breach of this Agreement by the Grantor results in any amount by way of assessment, reassessment, taxation, penalty, fine, fee, interest or any other amount imposed on the Grantee by any government or governmental agency, department or tribunal, then the Grantor shall indemnify the Grantee, and shall hold the Grantee harmless from and in respect of all such amounts

Article 11 Alternative Dispute Resolution

- 11.1 Issues Resolved by Agreement – It is the intention of the Parties, and it is their sincere hope, that any misunderstandings between the Grantor and the Grantee shall be resolved by open and candid discussions. The Parties shall in good faith cooperate with each other to the fullest extent in order to achieve their mutual ultimate goal of fulfilling the Purposes of this Agreement.
- 11.2 Mediation – If the Parties are unable to resolve an issue through negotiation, then either party may suggest the use of a mediator who would be authorized to assist them in reaching

Handwritten signature and initials, possibly "JM" or "Jm", in dark ink.

a resolution of the issue. The Parties shall in good faith utilize the services of a mediator where it is reasonable to do so in the circumstances.

- 11.3 **Arbitration** - Either Party may at any time, by notice to the other, request that the Parties submit an issue between them to arbitration. The Party making the request shall be referred to as the "Initiating Party". The notice from the Initiating Party shall include a clear statement of the matter in issue and a succinct statement of the Initiating Party's position in relation to that matter (the "Initiator's Notice of Claim"). Together with the Initiator's Notice of Claim the Initiating Party shall provide a list of at least three potential arbitrators who are qualified and may be available to act. Such list shall place the arbitrators in the order of the Initiating Party's preference. Within 14 days after its receipt of the Initiator's Notice of Claim, the other Party (the "Responding Party") shall advise the Initiating Party in writing whether or not it consents to submit the matter for arbitration. If the Responding Party agrees to resolve the matter by arbitration then it shall within 21 days of its receipt of the Initiator's Notice of Claim, deliver to the Initiating Party a notice containing a succinct statement of the Responding Party's position in response to the Initiator's Notice of Claim (the "Respondent's Reply"). Together with the Respondent's Reply, the Responding Party shall issue a notice to the Initiating Party, either accepting one of the arbitrators suggested by the Initiating Party, or providing a list of at least three alternate names for the arbitrator. If the Parties are unable to agree on the single arbitrator to determine the matter in question between them, then such arbitrator shall be appointed by a Justice of the Court. An arbitrator appointed under this Agreement shall be an individual who is qualified, either through academic qualifications or career experience or both, to determine the matter in question. The arbitration by the single arbitrator shall be conducted in accordance with the provisions of the *Arbitration Act*, RSA 2000, c. A-43, as amended or replaced from time to time. The Parties shall work together cooperatively to agree on all procedural and other aspects of the arbitration, if they are unable to agree on any aspect thereof, then the matter shall be resolved by the arbitrator. The Parties shall also work together to complete their respective submissions to the arbitrator within 30 days after the delivery of the Respondent's Reply, and the Parties shall instruct the arbitrator to provide his or her decision in writing within 30 days after the completion of those submissions. All submissions made to the arbitrator by either Party shall be made only in the presence or with the consent of the other Party and any arbitration hearing shall be conducted in the City of Calgary, Alberta. The decision of the arbitrator shall be final and binding on the Parties.
- 11.4 **Costs** - If the Court, or an arbitrator, as the case may be, concludes that one of the Parties has acted in a manner which is both in breach of this Agreement and unreasonable, then it is agreed that the Court or such arbitrator, shall award costs to the successful Party in the proceeding on a solicitor and its own client basis.

Article 12 Representations and Warranties

- 12.1 **Title to the Property** - The Grantor hereby covenants, warrants and represents that it is the legal and beneficial owner of the Property and that when the conservation easement created by this Agreement is registered on the title to the Property, it will be subject only to the Permitted Encumbrances set forth in Schedule "D".
- 12.2 **Grantor's Authority** - The Grantor hereby covenants, warrants and represents that the individual who is executing and delivering this Agreement for and on behalf of the Grantor, has the full right and authority to enter into this Agreement and to grant the conservation easement created by the terms and provisions of this Agreement.
- 12.3 **Grantee's Warranties** - The Grantee hereby covenants, warrants and represents that it is a society incorporated under the *Societies Act*, RSA 2000, c. S-14, that it is a charity duly registered under the *Income Tax Act* (Canada) that it is a qualified organization under Section 28(c)(iv) of the Act, that it has the right to enter into this Agreement, and that the individual executing and delivering this Agreement on behalf of the Grantee is duly authorized to do so.

Article 13 Assignment

- 13.1 **Notice of Assignment by the Grantor** - The Grantor shall give written notice to the Grantee of any anticipated change in ownership of the Property or of any interest therein. Such



notice shall include the name and address of the Grantor's assignee and shall be given at least 10 days prior to the effective time of any change of ownership.

- 13.2 **Acknowledgment** – The Grantor shall not assign, nor permit any mortgagee to assign, any ownership interest in the Property without first requiring the assignee to acknowledge in writing, addressed and delivered to the Grantee, that this Agreement as registered on the title to the Property will be honoured as if the assignee had been the Grantor hereunder in the first instance. Similarly, the Grantor shall not lease, rent, license or in any other way convey any interest in or rights in relation to the Property or any part thereof without the Person obtaining such rights confirming in writing by instrument delivered to the Grantee that his rights in relation to the Property, and his conduct on and in relation to the Property shall be subject to this Agreement.
- 13.3 **Release of Grantor on Assignment** – The person who is an assigning Grantor shall not be liable to the Grantee for any breach of this Agreement by any assignee or successor in title of such Grantor in relation to the Property provided that:
- a) a transfer has been registered at the Land Titles Office against the title to the Property of all the assigning Grantor's interest in and to the Property; and
 - b) the assigning Grantor shall have delivered, or caused to have been delivered, to the Grantee, the acknowledgement in writing of the assignee of the Grantor's interest in the Property as contemplated in Section 13.2.

At that point the assigning Grantor shall be released from all ongoing obligations under the terms of this Agreement, effective as of the date of the assignment of the assigning Grantor's interest in the Property, and shall be released from all liability with respect to breaches of this Agreement occurring after such effective date.

- 13.4 **Notice of Grantee's Assignment** – The Grantee shall not assign any of its rights or interest under this Agreement other than to a "qualified organization" pursuant to the Act, and then only upon having given written notice to the Grantor including the name and address of the Grantee's assignee which notice shall be provided at least 10 days prior to the effective date of the assignment.
- 13.5 **Release of the Grantee** – The Grantee shall not be liable to the Grantor with respect to its ongoing obligations effective as of the effective time of its assignment of its interest hereunder and shall not be liable to the Grantor for any breach of this Agreement occurring after such effective date provided that:
- a) The Grantee shall have assigned all of its interest under this Agreement in compliance with the requirement of Article 13.4; and
 - b) The Grantee shall have given notice to the Grantor of the assignment as contemplated in Section 13.4 and in accordance with the provisions of the Act.

Article 14 Events Beyond the Parties' Control

- 14.1 Neither the Grantor nor the Grantee shall be liable to the other for any damage to or change in the Property resulting from causes beyond the reasonable control of such Party.
- 14.2 In an emergency the Grantor or the Grantee may take prudent measures to avert or address the emergency and neither party shall have a claim against the other with respect to any activity prudently undertaken in a good faith effort to prevent, abate or mitigate injury or damage to the Property.
- 14.3 Immediately following the emergency the parties shall advise each other of the action taken and the result to the Property.
- 14.4 In all non-emergency situations the parties must communicate and cooperate in accordance with the Property Management Principles to prevent, abate or mitigate injury or damage to the Property.

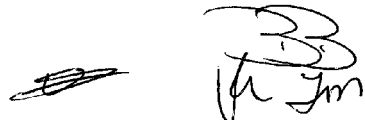


Article 15 Indemnities and Responsibilities

- 15.1 Grantor's Indemnity – The Grantor hereby indemnifies the Grantee, and hereby agrees to save harmless the Grantee and its directors, officers, employees, agents, contactors, volunteers and representatives (the "Grantee's indemnities"), from and against any and all actions, causes of action, suits, claims, demands, awards, losses, liabilities, damages, costs and expenses of every nature and kind whatsoever (including without restricting the foregoing, legal fees and disbursements on a solicitor and its own client basis) (a "Claim Against the Grantee"), incurred by or on behalf of the Grantee's Indemnitees and arising out of or occasioned by any act or omission, negligent or otherwise, in the use, occupation, operation and maintenance of the Property by the Grantor or by any Person using or on the Property or arising as a direct or indirect result of the presence on or under the Property, or the escape, seepage, leakage, spillage, discharge, emission or release of any hazardous substances from the Property, either onto any lands (including the Property itself), or into the atmosphere or any water. Such indemnity shall not apply when a Claim Against the Grantee arises from the negligence or misconduct of the Grantee's Indemnitees or any of them or from actions by the Grantee's Indemnitees other than the performance or enforcement of this Agreement.
- 15.2 The Grantee's Indemnity – The Grantee hereby indemnifies the Grantor and hereby agrees to save harmless the Grantor, its directors, officers, employees, agents, contactors and representatives (the "Grantor's Indemnitees"), from and against any and all actions, causes of action, suits, claims, demands, awards, losses, liabilities, damages, costs and expenses of every nature or kind whatsoever (including legal fees and disbursements on a solicitor and its own client basis) (a "Claim Against the Grantor"), incurred by or on behalf of the Grantor's Indemnitees and arising out of or occasioned by any act or omission, negligent or otherwise, in the carrying out by the Grantee of its right of access to the Property as provided under the terms of this Agreement (including without restricting the foregoing the right of access by the directors, officers, employees, agents, contractors, consultants, volunteers and other representatives who might from time to time come on the Property at the request of and on behalf of the Grantee). Such indemnity, however, shall not apply when a Claim Against the Grantor arises from the negligence or misconduct of the Grantor's Indemnitees or any of them.
- 15.3 Grantor Responsible for Property Costs – Except with respect to the Grantee's operations and activities on and in relation to the Property, the Grantor shall bear all costs, risks and expenses arising out of and in relation to the ownership, use, operation, upkeep and maintenance of the Property throughout the Term of this Agreement. The Grantor shall indemnify the Grantee, and hereby agrees to hold the Grantee harmless, from and against all actions, causes of action, suits, claims, demands, awards, losses, liabilities, assessments, tax levies, damages, costs and expenses (including legal fees and disbursements on a solicitor and its own client basis) (the "Property Claims"), arising from or in connection with the Grantor's ongoing ownership, use, operation, upkeep and maintenance of the Property throughout the Term of this Agreement. Notwithstanding the foregoing, the Grantor shall have no liability to the Grantee with respect to any Property Claims arising out of or caused by the negligence or misconduct of the Grantee, its directors, officers, employees, consultants, contractors, volunteers or representatives.

Article 16 Miscellaneous Provisions

- 16.1 No Waiver – The failure or delay of either party to enforce any of its rights under this Agreement shall not constitute waiver or release of any such rights and shall not affect the ability of that Party to insist on the enforcement, and to strictly enforce, such rights in the future.
- 16.2 Parties to Bear Their Own Costs – Except as may be expressly ordered by a Court or by an arbitrator, as the case may be, each of the Parties shall be responsible for its own legal fees and disbursements and other expenses arising from the negotiation, documentation and implementation of this Agreement and from any matter or thing arising from or in relation to this Agreement.
- 16.3 Further Assurances – Each Party shall, without further consideration, execute and deliver all such further deeds and documents, and shall provide such further assurances as may be

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reasonably required, and shall cause all such things to be done as may be reasonably necessary to give full effect to the terms and provisions of this Agreement and the intent hereof.

16.4 Interest – Any amount required to be paid by either Party to the other, including without restriction all amounts ordered to be paid by the Court, or by any arbitrator, as the case may be, shall bear interest from the date when the amount first became due, until the time of payment in full, at the rate of interest as it may be from time to time which is commonly known as the prime rate of interest quoted and charged by The Royal Bank of Canada with respect to commercial loans made in Canadian currency in Canada plus 2% per annum. If at any time during the Term of this Agreement such prime rate is for any reason no longer available, then it shall be replaced hereunder by the commercial prime rate quoted from time to time by the Bank of Canada or a rate which at the time corresponds to such a commercial rate.

16.5 Notices – Any notice (which term includes any request or waiver) provided or given hereunder shall be sufficiently given by either Party if in writing and delivered by hand, sent by facsimile or other electronic communication or mailed by prepaid registered post

If to the Grantor as follows:

Mountain View County
Attention: Mr. Tony Martens, Chief Administration Officer
PO Bag 100
Didsbury, Alberta, T0M 0W0
Phone Number: 403-335-3311

If to the Grantee as follows:


Legacy Land Trust Society
Attention: Tammy Mather, Executive Director
4801 49th Ave
Olds, Alberta T4H 1E1
Phone Number: (403) 556-1029

And shall be deemed to be received on the date of delivery or sending, or in the case of notice mailed by prepaid registered post, seven (7) days from the date on which the notice was mailed.

16.6 Enurement – This Agreement shall enure to the benefit of and shall be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.


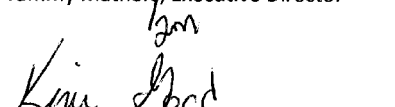
IN WITNESS WHEREOF the Parties have duly executed this Agreement, as of the day and year first above written.

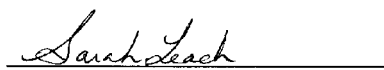

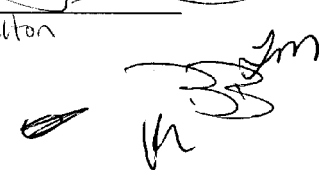
As to the Grantor:
Mountain View County


Bruce Beattie, Reeve


Tony Martens, Chief Administrative Officer

As to the Grantee:
Legacy Land Trust Society


Tammy Mathers, Executive Director

Kim Good, Vice President of Conservation


Witness: Sarah Leach

Witness: Jane Fulton


SCHEDULE "A"

Attached to and forming part of the Conservation Easement Agreement between Mountain View County, of the First Part, and the Legacy Land Trust Society, of the Second Part, dated the _11_ day of _October_, 2017.

Legal Description of the Property

FIRST
MERIDIAN 5 RANGE 5 TOWNSHIP 32
SECTION 13
QUARTER NORTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

SECOND
MERIDIAN 5 RANGE 5 TOWNSHIP 32
SECTION 13
QUARTER NORTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME
AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

-and-

MERIDIAN 5 RANGE 5 TOWNSHIP 32
SECTION 24
QUARTER SOUTH EAST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS
-and-

MERIDIAN 5 RANGE 5 TOWNSHIP 32
SECTION 24
QUARTER SOUTH WEST
EXCEPTING THEREOUT ALL MINES AND MINERALS
AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

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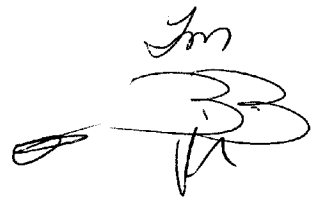
SCHEDULE "B"

Attached to and forming part of the Conservation Easement Agreement between Mountain View County, of the First Part, and the Legacy Land Trust Society, of the Second Part, dated the 11 day of October, 2017.

Restrictions

To maintain and conserve the Conservation Values of the Property, the Grantor agrees that each of the following covenants, agreements and restrictions form part of the Conservation Easement granted to the Grantee.

1. The Grantor shall not make, pursue or permit any application for subdivision of or other course of action designed to partition or subdivide any part of the Property.
2. The Grantor shall not conduct nor permit any development or construction on the Property including, but not limited to, a dwelling or other building or other structure except for a shelter providing structure and outhouses to support a possible day use area or trails system as described in the Property Management Principles and the Grantee shall not unreasonably object.
3. The Grantor shall not conduct, pursue or permit the removal of vegetation, including trees, shrubs, grasses or forbs from the Property except for limited selective tree harvesting for conservation management purposes and for grazing at rates described in a mutually agreed upon grazing plan in which the Conservation Values are paramount.
4. Except with the prior written consent of the Grantee, which shall not be unreasonably withheld, the Grantor shall neither:
 - a. conduct, pursue or permit any alteration, diversion or drainage of water courses or bodies on or under the Property; nor
 - b. apply or permit the application to any applicable government body to alter, divert or drain any water courses or bodies on or under the Property.
5. The Grantor shall not conduct, pursue or permit any uses or activities that would pollute or degrade the water courses or bodies on or under the Property, the Parties agreeing that Grantee may in its reasonable opinion determine which uses or activities are prohibited by this section. Grantee will provide the Grantor with written reasons for prohibiting uses.
6. The Grantor shall not conduct, pursue or permit any disturbance of vegetation or soil on shorelines or watercourses or water bodies in the Property.
7. The Grantor shall not conduct, pursue or permit any activity making or causing noise, glare, obstruction or odor on the Property which may be reasonably anticipated to disturb wildlife patterns, the Parties agreeing that Grantee in its reasonable opinion may determine which activities are prohibited by this section. Grantee will provide the Grantor with written reasons for prohibiting activities.
8. The Grantor may not till, break, clear, cultivate or convert to cropland the Property or a portion of the Property. Before introducing any new seed on any portion of the Property, the Grantor must first obtain the written consent of Grantee which shall not be unreasonably withheld.
9. The Grantor shall not impede or permit the impeding of wildlife movement to and from the Property and, not to limit the generality of the foregoing, except with the prior written consent of Grantee the Grantor shall not construct or place or permit the construction or placement of any wildlife proof fence within the Property, save and except for in three acre building envelope shown in Schedule "E".

Handwritten signature and initials, likely representing the Grantor or Grantee, located at the bottom right of the page.

10. The Grantor shall not conduct, pursue or permit any application or deposit of any chemical herbicides, pesticides or fertilizers or other chemicals on the Property except as required by law, or detailed in the Management Plan and then only in the amounts and with the frequency of application which constitutes the minimum necessary to accomplish compliance.
 11. The Grantor shall not place or permit the placement of garbage, waste, debris or refuse, whether human or non-human produced, on the Property.
 12. The Grantor shall not conduct, pursue or permit the excavation of surface or subsurface materials within the Property except as required by law.
- The Grantor may choose to develop a day use area and/or trail system in any part of the Property to provide quiet enjoyment, environmental appreciation opportunities. The parties will work together to ensure the development will minimize disturbance to the Conservation Values.
13. No motorized vehicles are permitted on the Property except for livestock management on trails identified in the Baseline Report, for trail maintenance, and to support management activities.
 14. The Parties agree that where, under this Agreement, it is the Grantor's obligation to request the prior written consent of the Grantee, the Grantee will endeavor to give a response whether it be consent or denial within 30 days of receiving the written request. However, failure to respond by the Grantee is deemed an approval by the Grantee.

A handwritten signature in black ink, appearing to be "Jm" followed by a stylized flourish and the letters "ph" below it.

SCHEDULE "C"

Property Management Principles

To further maintain and preserve the Conservation Values of the Property, the Grantor and Grantee agree with the following Property Management Principles.

1. The Property is known as Jackson Lake. The Bergen Area Structure Plan identifies Jackson Lake as "four County owned quarter sections mostly consisting of significant land (small lake, boggy)" as a possible location "for a future public day use park, with trail connections for non-motorized uses, to Sundre and the Bergen area." The Grantor will work with the Grantee to develop this recreational use in a manner that is in supportive of the Conservation Values of the property provided however that the statutory plans applicable to the Property may be amended or repealed from time to time.
2. The Grantor has historically allowed the use of the Property for agricultural purposes pursuant to grazing leases. The Parties agree that this use of the Property can continue, and the Grantor may honour its obligation under all existing grazing leases. The Grantor is permitted to enter into new grazing leases with respect to the Property provided that leases are consistent with the area being used in a manner which ensures that the vegetation communities remain healthy and robust and which does not contravene any other restrictions set out in the Agreement. Nothing in the Agreement shall be interpreted to require the Grantor to breach the provisions or requirements of any existing agreement between the County and a third party.
3. Any agricultural use that is not currently described in this agreement and that does not contravene with this Agreement will be considered if a management plan is developed by the Parties.
4. The Grantor may in its sole discretion allow hunting on the Property, including the Property, from time to time in accordance with the applicable provincial legislation and regulations.

A handwritten signature in black ink, appearing to be 'Jm' or 'Jm' with a stylized flourish below it.

SCHEDULE "D"

Attached to and forming part of the Conservation Easement Agreement between Mountain View County, of the First Part, and the Legacy Land Trust Society, of the Second Part, dated the 11 day of October, 2017.

Permitted Encumbrances

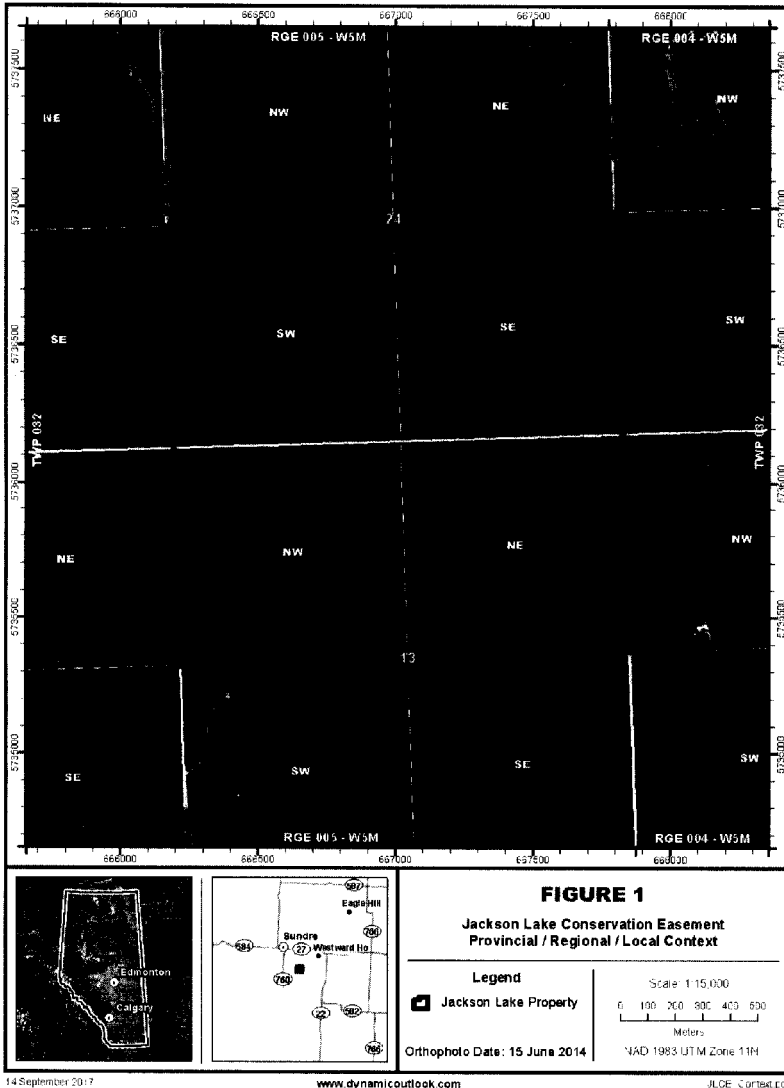
<u>Registration Number</u>	<u>Description</u>
031 327 533	Utility Right of Way; Grantee: Foothills Natural Gas Coop Ltd.

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SCHEDULE "E"

Attached to and forming part of the Conservation Easement Agreement between Mountain View County, of the First Part, and the Legacy Land Trust Society, of the Second Part, dated the 11 day of October, 2017.

Map



Handwritten initials: Jm, BB, n

CONSERVATION EASEMENT REGISTRATION REGULATION

FORM 2

DECLARATION OF GRANTEE

PROVINCE OF ALBERTA

TO WIT:

IN THE MATTER of the registration of

an agreement pursuant to section 33 of

the Alberta Land Stewardship Act (the "agreement")

affecting the land described as:

See schedule A attached hereto

(legal description) (the "land")

containing: See schedule A attached hereto

(number of acres or hectares)

located in:

Mountain View County, Alberta

(improvement district, special area or municipality)

I, Tammy Mather an Officer of Legacy Land Trust Society
(qualified organization)
of 1, 5401-49 Avenue, Olds, Alberta T4H 1G3
(full address including street, municipality and country)

SOLEMNLY DECLARE THAT:

1. Legacy Land Trust Society (qualified organization) of 4801-49 Avenue, Olds
Alberta T4H 1E1 (mailing address of qualified organization) is

- (a) a local government body as defined in the Alberta Land Stewardship Act, the Government or a Government Agency, or
- (b) a body corporate that
 - (i) has as one of its objects the acquisition and holding of interest in land for purposes that are substantially the same as any of the purposes listed in clause 2,
 - (ii) has in its constating instrument a requirement that, on or in contemplation of the winding-up of the body corporate, all conservation easements that the body corporate holds are to be transferred to another qualified organization, and
 - (iii) is a registered charity within the meaning of the Income Tax Act (Canada).

2. The conservation easement to be registered by way of the agreement in respect of all or part of the land is for one or more of the following purposes:

- (a) the protection, conservation and enhancement of the environment;
- (b) the protection, conservation and enhancement of the natural scenic or aesthetic values;
- (c) the protection, conservation and enhancement of agricultural land or land for agricultural purposes;

- (d) providing for any or all of the following uses of the land that are consistent with the purposes set out in clause (a), (b) or (c):
- (i) recreational use;
 - (ii) open space use;
 - (iii) environmental education use;
 - (iv) use for research and scientific studies of natural ecosystems

3. Notice referred to in section 33(2) of the Act has been given to the persons entitled to receive the notice in accordance with the Conservation Easement Registration Regulation.

AND I (WE) MAKE THIS SOLEMN DECLARATION conscientiously, believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED before me

HEIDI ROCK
(Print name)

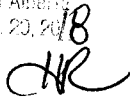
at the Town of Olds

in the Province of Alberta

this 28 day of February, 20 18
year



HEIDI ROCK
A Commissioner for Oaths
In and for the Province of Alberta
My Commission Expires Aug. 20, 2018



Tammy Mather
Tammy Mather

Signatory's name and position with the
qualified organization

Legal Description of the Property

FIRST

MERIDIAN 5 RANGE 5 TOWNSHIP 32

SECTION 13

QUARTER NORTH WEST

EXCEPTING THEREOUT ALL MINES AND MINERALS
AND THE RIGHT TO WORK THE SAME

AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

SECOND

MERIDIAN 5 RANGE 5 TOWNSHIP 32

SECTION 13

QUARTER NORTH EAST

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-and-

MERIDIAN 5 RANGE 5 TOWNSHIP 32

SECTION 24

QUARTER SOUTH EAST

EXCEPTING THEREOUT ALL MINES AND MINERALS

AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS

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MERIDIAN 5 RANGE 5 TOWNSHIP 32

SECTION 24

QUARTER SOUTH WEST

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AREA: 65.2 HECTARES (161 ACRES) MORE OR LESS



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CONE - CONSERVATION EASEMENT
DOC 1 OF 1 DRR#: F08719C ADR/DMACNEIL
LINC/S: 0021431077 +



Bergen Area Structure Plan (ASP) Review Open House Survey

Introduction

Mountain View County is undertaking a review of the 2015 Bergen Area Structure Plan. The County Council has appointed seven Steering Committee members to lead this review, including three public members, one member of the Bergen Community Association, and three County Councillors.

The Steering Committee is looking for early guidance from the community in establishing a planning vision and planning strategies for this ASP. We are also looking for feedback on what types of development you would like to see in Bergen and where this development should take place. The feedback gathered through this survey will help set the direction for the ASP review. The County is currently in the early stages of the ASP review process, and there will be further opportunities for public input throughout the review.

Your Connection to Bergen

1. Do you live:

- A. Inside the Bergen Area Structure Plan boundaries
- B. Outside of the Bergen Area Structure Plan boundaries

2. If you chose A) above, why do you choose to live in the Bergen area?

If you chose B) above, what is your connection to the Bergen area?

3. What is **the most important thing** that you would like the Bergen ASP to consider in terms of:

A. Your quality of life as a resident in the area:

B. How the ASP can benefit the Bergen area and Mountain View County as a whole:

C. Other:

4. In your view, how is Bergen unique from other communities in Mountain View County:

Planning Vision

The purpose of a planning vision statement is to guide the long term planning goals, objectives, and policies for the Bergen area. It should consider the long term vision for the community – thinking not just about the current state of the community, but the community’s potential in the upcoming decades.

The current vision of the Bergen Area Structure Plan is as follows:

“The area is green woodlands, natural areas and stream ways interspersed within the predominantly rural, agricultural area. The community is residents and visitors who enjoy a country lifestyle, who respect each other, who cherish agricultural land and the environment, and who value the key attributes of the Bergen area, being its:

- *peaceful, healthy way of life with a rural emphasis*
- *economic well-being and safety for families and individuals*
- *access to services and recreation*
- *agricultural operations*
- *sustainable environment*
- *gradual change through focused and measured growth.”*

The current vision was prepared in 2007. This vision was reviewed in the 2015 Bergen Area Structure Plan review process, and at that time it was found to still represent the vision of Bergen residents.

5. What is your feedback on this vision? Do you still agree with it, or is there anything that should be updated?

Planning Strategies

These planning strategies provide direction for the community and are used to achieve the planning vision. The strategies represent the goals of the Bergen area. As future developments are proposed in Bergen, these strategies will help guide the County in making decisions that are based upon the community's priorities.

6. Below are the current planning strategies from the 2015 Bergen ASP. Which goals do you believe are most relevant to the Bergen community?

2015 Bergen ASP Strategies	Agree	Neutral	Disagree
Conserve significant environments, open spaces and vital visual amenities;			
Encourage the sustainable management of Crown Lands;			
Recognize agricultural operations as the defining character of the plan area guided under Agricultural Operation Practices Act (AOPA);			
Maintain the rural lifestyle of the plan area as an area for farm residences and limited country residential developments;			
Explore opportunities for a trail network;			
Afford opportunities for employment through diversification of farming and other forms of economic activity in keeping with the character of the plan area;			
Support public safety through the provision and maintenance of quality roads and utilities;			
Enhance community livability through the continued provision of access to education, health and recreation facilities and programs;			
Promote community safety and well-being through the provision of and access for protective and emergency services and programs;			
Promote the implementation of this Area Structure Plan through the Land Use Bylaw, and the day-to-day subdivision and development processes.			

7. In addition to the planning strategies in the table above, are there any other goals that the Bergen ASP should prioritize? Please write any additional goals below:

8. Are there any goals that you do not wish to see prioritized?

Density and Subdivision of Land

There are two main policy areas within Bergen that guide density and subdivision: the Agricultural Preservation Area and the Potential Multi-Lot Residential Development Area.

Agriculture is a critical lifestyle and industry within Mountain View County. The purpose of the Agricultural Preservation Area is to preserve the County's most productive agricultural land for agricultural purposes. In 2024, over 113 acres of land was redesignated to residential districts, compared to approximately 71 acres in 2023. As we continue to see greater demand for residential lots within the County, it will be important to direct this growth to the most suitable areas. The Agricultural Preservation area seeks to minimize the loss of the County's best agricultural lands. Instead, residential growth is directed toward the Potential Multi-Lot Residential Development Area.

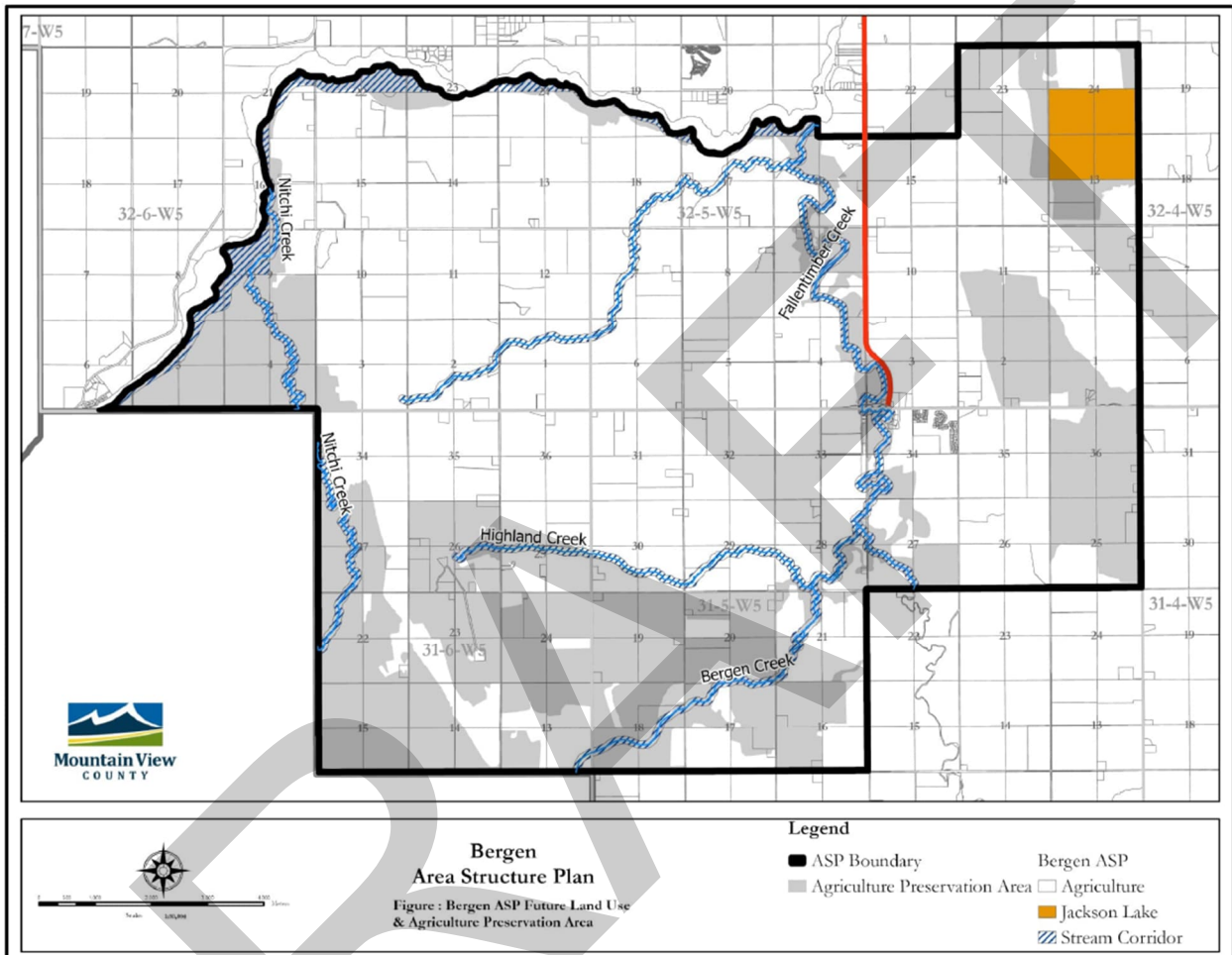
The Potential Multi-Lot Residential Development Area contains lands of a lower soil rating that are better suited for focusing residential growth. Within these areas, up to three subdivisions are allowed, with the remainder of the quarter as the fourth title. The Bergen Area Structure Plan area consists mainly of land within the Potential Multi-Lot Residential Development Area.

The current Bergen Area Structure Plan takes guidance from the County's Municipal Development Plan (MDP) to determine how many titles are allowed per quarter section:

- Within the Potential Multi-Lot Residential Development Area, a quarter can have a maximum of 4 titles (3 subdivisions, with the remainder of the quarter as the fourth title). This area is **white** on the following map.



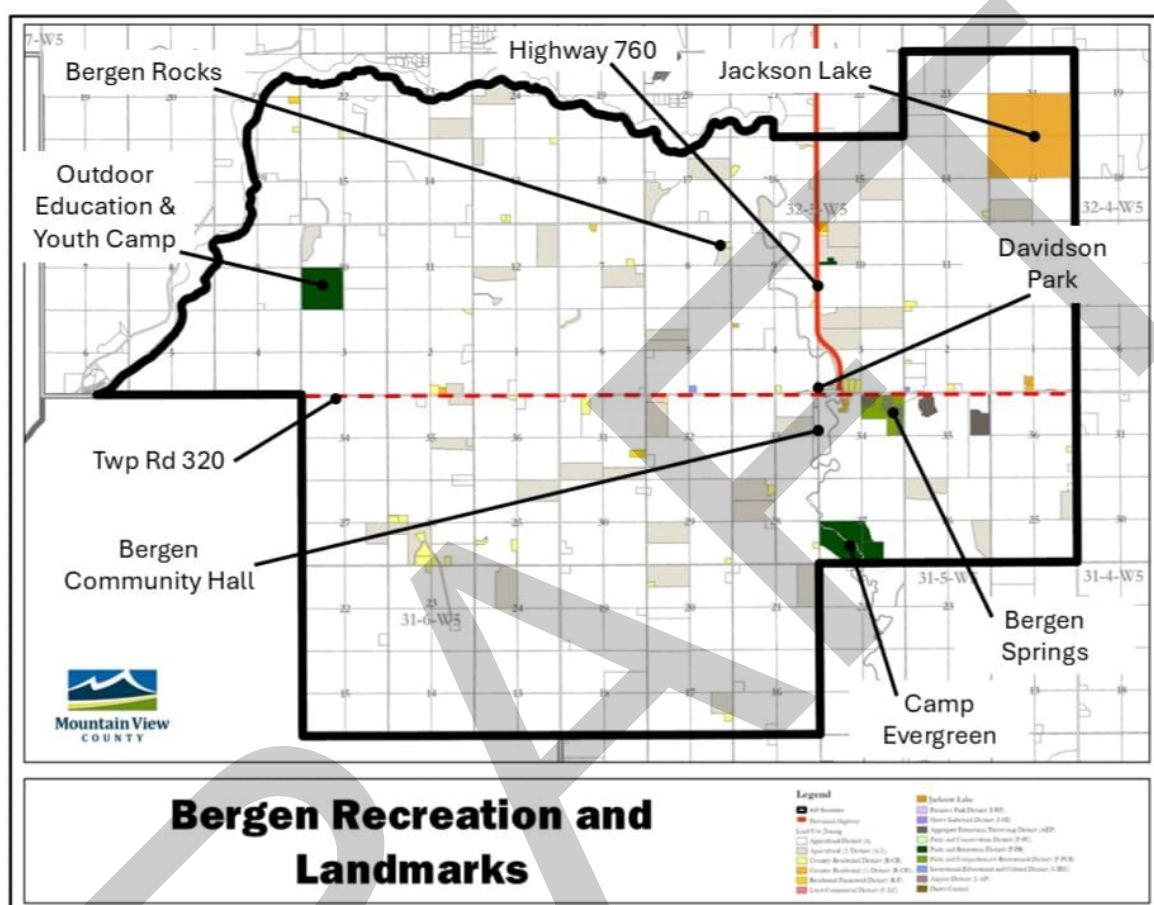
- Within the Agricultural Preservation Area, a quarter can have a maximum of 2 titles (one subdivision, with the remainder of the quarter as a second title). This area is **grey** on the following map.



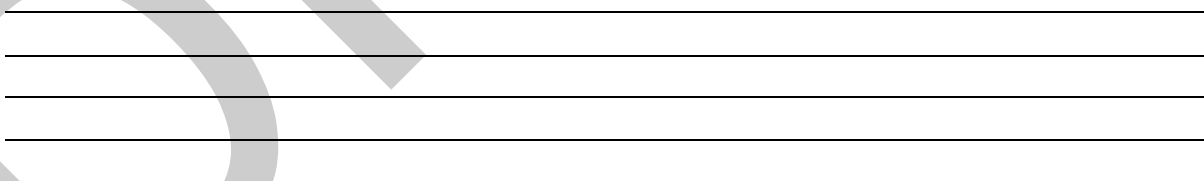
9. Select the option that best reflects your opinion on subdivision potential in the Bergen ASP Area:
- I agree with the current system of aligning with the Municipal Development Plan shown above.
 - Bergen should allow fewer subdivisions (How many? _____)
 - Bergen should allow no more than three titles (2 subdivisions and the remainder of the quarter as the third title).

Recreation

Land currently zoned for recreational use appears green on the map below.



10. Do you hope to see greater recreational opportunities in the Bergen ASP area? If so, what types of recreational developments are you interested in?



11. What in your opinion would be the guidelines when considering recreational development?

12. How do you see Bergen supporting the tourism industry in the area? For example: farm gate stores, community gardens, specialty industries (film), etc.

Development

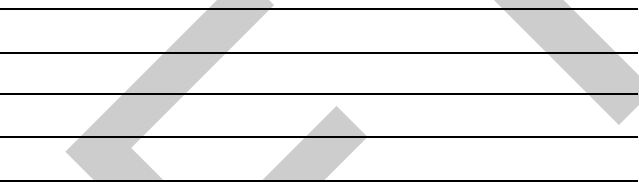
The Steering Committee is looking for feedback about what kinds of development are most suitable within the Bergen ASP boundaries.

13. In the table below, please indicate whether you believe each type of development is high, medium, or low priority for the Bergen Area. Additionally, please indicate what lot size you believe is most appropriate for each type of development.

Type of Development	High	Medium	Low	Ideal Lot Size
Agricultural (agriculture, horticulture, agri-tourism businesses, etc.)				
Commercial/Business (retail stores, eating establishments, etc.)				
Recreational (parks, camping, campgrounds, etc.)				
Residential (dwellings, accessory buildings, etc.)				
Other: _____				

14. What types of development do you want to see more of in the Bergen area?

15. What types of development do you not want to see in the Bergen area?



Closing Comments

16. Please provide any additional comments you have on this survey or the open house:

Blank lined paper with a large, faint, diagonal watermark reading "DRAFT" across the top left corner.

Thank you for your responses. This information will help to inform the Steering Committee and the Draft Plan. There will be additional engagement opportunities in the future:

ASP Review Process is Initiated

- Appointment of Steering Committee
- Orientation

Initial Review

- Determine priorities for initial engagement session
- Create questionnaire and engagement materials

Community Engagement #1

- Open House
- Pre-recorded video is posted online
- Questionnaire is open for public input

WE ARE HERE

In Depth Review of Bergen ASP

- Review engagement and questionnaire feedback
- Redefine policies
- Create a Draft Plan

Community Engagement #2

- Review Draft Plan
- Draft Plan is circulated to residents and referral agencies for comment

Draft Plan Revisions

- Revisions made based on feedback
- Council dates are scheduled
- Notice of Public Hearing is sent to residents

Public Hearing – Community Engagement #3 and Plan Adoption

- Draft Plan goes to Council and is considered for adoption

The deadline to return this questionnaire to Mountain View County is **June 18, 2025 at 4:00pm**. This questionnaire may be submitted by one of the following methods:

By email: plandev@mvcounty.com

In person: 10-1408 – Township Road 320
Didsbury, AB
TOM OWO

By mail: Mountain View County
c/o Planning and Development
10-1408 – Township Road 320
Postal Bag 100
Didsbury, AB
TOM OWO