

## Schedule C of the Conservation Easement Agreement

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This attachment describes the restricted and permitted uses of the Property as outlined in Schedule C of the Conservation Easement Agreement between the City of Edmonton and the Edmonton and Area Land Trust (EALT).

### **SCHEDULE "C"**

#### **AGREED USES**

Attached to and forming part of the Conservation Easement Agreement between the City of Edmonton and the Edmonton and Area Land Trust.

#### **PART I – RESTRICTIONS**

1.1 The City and the EALT agree that each of the following Restrictions are expressly prohibited from occurring on the Property and accordingly the Parties shall not conduct, pursue, permit, or suffer any of the following:

- (a) Any cutting, removal, or destruction of vegetation, including trees, shrubs, or forbs, on the Property, except:
  - (i) as needed for Trail System maintenance or construction;
  - (ii) the selective removal of invasive or non-native vegetation that may be reasonably anticipated to cause an adverse effect to the Property; and
  - (iii) the removal of any vegetation, including trees, shrubs, or forbs that pose a hazard to the General Public.
- (b) Any alteration, diversion, or drainage of water courses or bodies on or under the Property.
- (c) Any application to any applicable government authority to alter, divert, or drain any water courses or bodies on or under the Property.
- (d) Any uses or activities that would pollute or degrade the water courses or bodies on or under the Property.
- (e) Any disturbance of vegetation or soil on shorelines of water courses or water bodies within the Property.

- (f) Any activity making or causing noise, glare, obstruction, or odour on the Property that may be reasonably anticipated to disturb wildlife birth, life, or movement patterns.
- (g) Allow any dogs or other domestic pets to run at large and unattended within the Property.
- (h) Any habitat restoration or enhancement of the Property without the prior express written consent of the EALT.
- (i) Any agricultural activity on the Property.
- (j) Any mining of sand, gravel, or other materials within the Property.
- (k) Any placement of garbage, waste, debris, or refuse, whether human or non-human, on the Property.
- (l) Any hunting, killing, or trapping of animals, including birds, on the Property, except for species proved to be destructive or invasive or as required by law.
- (m) Except for the construction and operation of the Trail System as contemplated herein, any development or construction on the Property including, but not limited to, a dwelling or other building or structure.

## **PART II – PERMITTED USES**

2.1 The City and the EALT agree that each of the following acts and uses are permitted on the Property:

- (a) Natural Areas.
- (b) Interpretive or wayfinding signs that comply with applicable City signage and wayfinding guidelines.
- (c) Construction, operation, and maintenance of the Trail System in accordance with the terms and conditions of this Agreement.
- (d) Use of the Trail System by the General Public.
- (e) Selective removal of invasive or non-native vegetation that may be reasonably anticipated to cause an adverse effect to the Property.
- (f) Removal of any trees, shrubs, or other vegetation that pose a hazard to the General Public.

- (g) Planting of native trees, shrubs, and forbs as habitat restoration or enhancement of the Property with the prior express written consent of the EALT.
- (h) The City or any other party that has either an existing utility or pipeline on the Property, or a franchise agreement with the City, shall be entitled to:
  - (i) repair and maintain any existing public utilities on the Property. The City in repairing and maintaining any such public utility shall use all reasonable measures to minimize any damage to the Property but the Parties agree that in no event shall any damage done to the Property in the repair and maintenance of a public utility constitute a default or breach of this Agreement. The City shall, to the extent it is reasonably possible, restore the Property back to the state in which it existed prior to the repair and maintenance occurring. The costs of the restoration shall be at the sole expense of the City.
  - (ii) construct and install on the Property any other public utility that the City deems necessary. The City in constructing and installing any such public utility must use all reasonable measures to minimize any damage to the Property but in no event shall any damage done to the Property in the construction and installation of a public utility constitute a default or breach of this Agreement. The City shall, to the extent it is reasonably possible, restore the Property back to the state in which it existed prior to the construction and installation occurring. The costs of the restoration shall be at the sole expense of the City.
- (i) Other passive recreational pursuits such as bird watching and other non-consumptive forms of nature appreciation, environmental education use, or use for research and scientific studies of natural ecosystems.
- (j) Remediation, restoration, or rehabilitation of the natural areas of the Property as necessary or desirable with the prior express written consent of the EALT.