

ONTARIO LAND TRUST ALLIANCE

2nd Draft – Proposed Template with Annotations

Conservation Easement Defense Strategy Working Group

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Article 1 – Definitions

2008 Original Template	2017 Proposed Template	Annotations
<p>1.1 For the purposes of this Agreement, the following words and phrases shall have the following meanings:</p> <p>(a) “Act” means the Conservation Land Act, RSO 1990, c. C.28, as amended, and any statute that may be enacted to modify or replace this Act.</p> <p>(b) “Agreement” or “this Agreement” means this Agreement and the schedules attached hereto as at the date hereof and as amended from time to time.</p> <p>(c) “Conservation Body” means a conservation body as defined in the Act.</p> <p>(d) “Conservation Values” means the features and/or functions to be conserved through this Agreement, which are more specifically set out in the Baseline Report</p> <p>(e) “Covenants” mean the covenants set out in Article 4 and Schedule B attached to and forming part of this Agreement, as the same may be waived, varied or released by the Conservation Body in accordance with this</p>	<p>1.1 For the purposes of this Agreement, the following words and phrases shall have the following meanings:</p> <p>(a) “Act” means the Conservation Land Act, RSO 1990, c. C.28, as amended, and any statute that may be enacted to modify or replace this Act.</p> <p>(b) “Agreement” or “this Agreement” means this Agreement and the schedules attached. []</p> <p>(c) “Conservation Body” means a conservation body as defined in the Act.</p> <p>(d) “Conservation Values” means the <u>biodiversity, ecological functions and other natural features of the Lands to be conserved</u> through this Agreement, which are more specifically set out in the Baseline Report.</p> <p>(e) “Covenants” mean the covenants set out in Article 4 and Schedule B attached to and forming part of this Agreement. []</p> <p>(f) “Easement” means the easement set out in Article 5 and Schedule C attached to and</p>	<ul style="list-style-type: none"> • For “Agreement”, it was concerning that the template was advertising that these agreements could be amended from time to time. This provision has been removed and a subsequent section will be added later in the template concerning amendments. • Slightly changed the wording for “Conservation Values” to create a more defined/specific term. • For both “Covenants” and “Easements”, the definitions have been cut off after “and forming part of this agreement”. • The original template had a typo under the definition of “Lands”. “Situating” has been changed to “Situating”. • “Register” has been added to the list of definitions to incorporate the contemporary context in which the term will be used in the new model. • In “report” reference has been made to Conservation Values for greater

<p>Agreement.</p> <p>(f) “Easement” means the easement set out in Article 5 and Schedule C attached to and forming part of this Agreement, as the same may be waived, varied or released by the Conservation Body in accordance with this Agreement.</p> <p>(g) “Lands” means the lands and premises of the Owner situate in the Province of Ontario and more particularly described in Schedule A attached to and forming part of this Agreement, and includes any buildings, structures and improvements now existing or constructed during the Term.</p> <p>(h) “Management Plan” means a Management Plan which may be developed for the Lands, including all of the restrictions, obligations and rights included therein where they do not conflict with the Covenants and rights in this Agreement.</p> <p>(i) “Owner” means the above-named party of the First Part and any person who at any time after registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including being a trustee for any beneficial owner of the Landsⁱ.</p>	<p>forming part of this Agreement. []</p> <p>(g) “Lands” means the lands and premises of the Owner situated in the Province of Ontario and more particularly described in Schedule A attached to and forming part of this Agreement, and includes any buildings, structures and improvements now existing or constructed during the Term.</p> <p>(h) “Management Plan” means a Management Plan which may be developed for the Lands, including all of the restrictions, obligations and rights included therein where they do not conflict with the Covenants and rights in this Agreement.</p> <p>(i) “Owner” means the above-named party of the First Part and any person who at any time after registration of this Agreement becomes the registered owner of the Lands or any part thereof or any ownership interest therein, including being a trustee for any beneficial owner of the Lands.</p> <p>(j) “Protected Area” means that part of the Lands that is identified as Part [insert number] on Reference Plan [insert number] and/or on map X in Schedule X.</p> <p><u>(k) “Register” means to register the interest</u></p>	<p>clarity.</p> <ul style="list-style-type: none"> • The Ontario Land Registry has shown deference towards these agreements being made in perpetuity rather than for 999 years. The definition of “Term” has been changed accordingly.
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<p>(j) “Protected Area” means that part of the Lands that is identified as Part [insert number] on Reference Plan [insert number] and/or on map X in Schedule X.</p> <p>(k) “Report” means the Baseline Documentation Report describing the Lands and documenting the values and features and current uses of the Lands, attached or referred to in Schedule D of this Agreement.</p> <p>(l) “Term” means the term of this Agreement, being from and including the date of this Agreement, to the nine hundred and ninety-ninth anniversary of the date of this Agreement, or the date the Covenants and Easement cease to have effect in accordance with this Agreement, whichever date shall first occur.</p>	<p><u>using Ontario’s Land Registration System.</u></p> <p>(l) “Report” means the Baseline Documentation Report describing the Lands and documenting the values, <u>including for greater certainty the Conservation Values</u>, and features and current uses of the Lands, attached or referred to in Schedule D of this Agreement.</p> <p>(m) “Term” means the term of this Agreement, being from and including the date of this Agreement <u>and lasting in perpetuity</u>, or the date the Covenants and Easement cease to have effect in accordance with this Agreement.</p>	
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Article 2 – Representations and Warranties

2008 Original Template	2017 Proposed Template	Annotations
2.1. The Owner covenants and warrants that the Owner is the legal, beneficial and registered owner of the Lands with good title thereto, subject only to the following	2.1. The Owner covenants and warrants that the Owner is the legal, beneficial and registered owner of the Lands with good title thereto, subject only to the following	

<p>encumbrances:</p> <p>[Insert brief descriptions of each encumbrance, such as a mortgage or an existing utility easement, with its date and instrument registration number.]</p>	<p>encumbrances:</p> <p>[Insert brief descriptions of each encumbrance, such as a mortgage or an existing utility easement, with its date and instrument registration number.]</p>	
<p>2.2. The parties represent and warrant to each other that the Report accurately describes the Lands, including the current use and the significant Conservation Values of the Lands, and is intended to serve as an objective information base for monitoring compliance with this Agreement.</p>	<p>2.2. The parties represent and warrant to each other that the Report accurately describes the Lands, including the current use and the significant Conservation Values of the Lands, and is intended to serve as an objective information base for monitoring compliance with this Agreement.</p>	
<p>2.3. The Lands include significant Conservation Values which are described in the Report [and/or in a Schedule] and which the Owner and the Conservation Body have agreed to protect and enhance.</p>	<p>2.3. The Lands include significant Conservation Values which are described in the Report [and/or in a Schedule] and which the Owner and the Conservation Body have agreed to protect and enhance. <u>The Conservation Values outlined in the Agreement correspond to section 3(2)[insert subsection] of the Act.</u></p>	<ul style="list-style-type: none"> • To provide clear statutory alignment, s. 3(2) of the Conservation Land was referenced in addition to the Report/schedule in this section. • This section brought up lots of debate among the OLTA CEA working group and has been flagged as a section that needs further discussion as to the wording.
<p>2.4. The Conservation Body covenants and warrants that it is a corporation incorporated under [Part III of the Ontario Corporations Act, or Part II of the Canada Corporations Act, or other legal reference that establishes a qualified Conservation Body], that it is a</p>	<p>2.4. The Conservation Body covenants and warrants that it is a corporation incorporated under [Part III of the Ontario Corporations Act, or Part II of the Canada Corporations Act, or other legal reference that establishes a qualified Conservation Body], that it is a charity registered under the Income Tax Act</p>	

charity registered under the Income Tax Act (Canada) and that it is a Conservation Body within the meaning of the Act.	(Canada) and that it is a Conservation Body within the meaning of the Act.	
2.5. The Owner covenants and warrants that spousal consent is not necessary to this Agreement under the provisions of the Family Law Act, R.S.O. 1990 c.F.3, unless the Owner's spouse has executed this Agreement.	2.5. The Owner covenants and warrants that spousal consent is not necessary to this Agreement under the provisions of the Family Law Act, R.S.O. 1990 c.F.3, unless the Owner's spouse has executed this Agreement.	<ul style="list-style-type: none"> This section has been flagged by the OLTA working group and will need revision. Additional discussion around most appropriate wording is recommended for this section. Reference will need to be made to Schedule "F".

Article 3 – Intention

2008 Original Template	2017 Proposed Template	Annotations
3.1 It is the purpose and intention of the parties that this Agreement will ensure the [reference the operative words of the purposes in subsection 3(2) of the Conservation Land Act] of the Lands and will prevent any use of the Lands that will damage or destroy its Conservation Values or prevent their restoration and enhancement. More specifically, it is intended that the use of the Lands will be restricted to [agricultural/forestry/wildlife management/other] uses that are consistent with the primary intention of the parties.	3.1 <u>The purpose of this Agreement is to conserve the Conservation Values of the Lands in order to protect the important hydrological and ecological features and function, and maintain the continuity and quality of the natural vegetation and wildlife habitat on the Lands. [add in relevant high level specifics of the property that relate to this purpose]</u>	<ul style="list-style-type: none"> Changed to a two-part intention statement. The first would reflect the intention as set out in the Act, and the second part is tailored to the Land. This required breaking down article 3.1 into two parts. This section along with section 3.2 has been flagged by the OLTA working group. Additional discussion around most appropriate wording is recommended for this section

N/A	3.2 <u>The Agreement sets out restrictions on the use of the Lands in order to achieve these conservation purposes.</u>	<ul style="list-style-type: none"> As stated above, created two independent statements out of the initial purpose and intention provision.
3.2 There is public interest and benefit in the conservation, maintenance, restoration and enhancement of the Conservation Values and features of the Property and the wildlife thereon.	3.3 There is public interest and benefit in the conservation, maintenance, restoration and enhancement of the Conservation Values and features of the Property and the wildlife thereon.	
3.3 This Agreement is to be construed, interpreted, performed and applied so as to give effect to the purpose and intent of this Agreement and to enforce the Covenants and Easement.	3.4 This Agreement is to be construed, interpreted, performed and applied so as to give effect to the purpose and intent of this Agreement and to enforce the Covenants and Easement. <u>If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Agreement that would render the provision valid shall be favored over any interpretation that would render it invalid.</u>	<ul style="list-style-type: none"> Provision added to provide clarity on the issue of ambiguity in the interpretation of any part of the agreement.
N/A	3.5 <u>The parties acknowledge that the Easements and Covenants will be enforceable regardless of changes to the economic viability of the land.</u>	<ul style="list-style-type: none"> Provision included outlining that any changes to the land over time such as finding valuable resources doesn't have any impact on the intention of the parties at the time of the agreement.
N/A	3.6 <u>If any provision of this Agreement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Agreement and the application of such provision to any other person or in any other circumstance will remain valid.</u>	<ul style="list-style-type: none"> Provision included regarding severability.

Article 4 – Covenants

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<p>4.1 The Owner reserves to [his/her/it] self, and to its successors and assigns and any transferee therefrom, all rights accruing from ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited herein and that are not inconsistent with the purpose and terms of this Agreement.</p>	<p>4.1 The Owner reserves to [his/her/it] self, and to its successors and assigns and any transferee therefrom, all rights accruing from ownership of the Lands, including the right to engage in, or permit or invite others to engage in, all uses of the Lands that are not expressly prohibited herein and that are not inconsistent with the purpose and terms of this Agreement.</p>	<ul style="list-style-type: none"> • The original approach of using a schedule for Covenants has been maintained rather than providing a list of restrictions in the article itself. • This item has been flagged by the OLTA working group. Additional discussion around most appropriate wording is recommended for this section
<p>4.2 The parties covenant and agree that the Covenants shall be deemed to be covenants governed by and having the benefit of the Act, that from the registration of this Agreement the burden of such Covenants shall run with and bind the Lands and every part thereof to which they apply, and the benefit thereof shall enure to the Conservation Body for the Term.</p>	<p>4.2 The parties covenant and agree that the Covenants, <u>as categorized by s.3(2) [reference applicable subsection] of the Conservation Land Act</u>, will be deemed to be <u>restrictive</u> covenants governed by and having the benefit of the Act, that from the registration of this Agreement the burden of such Covenants will run with and bind the Lands and every part thereof to which they apply, and the benefit thereof will enure to the Conservation Body for the Term.</p>	<ul style="list-style-type: none"> • “Shall has been replaced by “will”. “Shall” has been banished from regulations and laws in many jurisdictions such as British Columbia as it is open to various interpretations. The use of this word has been flagged and will require further discussion. In the past decade Ontario has enacted dozens of laws, regs and policies using the phrase "shall be consistent with" in laws related to planning to promote better land planning and conservation. • Reference was made to the fact that any covenant mentioned in the

		<p>agreement (whether positive or negative in nature) will legally need to be considered a “restrictive covenant” as outlined in section 3(10) of the Conservation Land Act.</p> <ul style="list-style-type: none"> • For greater certainty in this section, reference was made to the subsection of s. 3(2) of the Conservation Land Act that the Conservation Easement at hand falls under.
<p>4.3 No waiver, release or variance of the Covenants or Easements of this Agreement may be effected without the consent of the Minister of Natural Resources for Ontario or, if this Agreement is in furtherance of an Ecological Gift under the Income Tax Act of Canada, the authorization of the Minister of the Environment for Canada or any replacement entity responsible for enforcing the provisions relating to Ecological Gifts, if such consent or authorization is necessary.</p>	<p>4.3 No waiver, release or variance of the Covenants or Easements of this Agreement may be effected without the consent of the <u>Minister of Natural Resources and Forestry</u> for Ontario or, if this Agreement is in furtherance of an Ecological Gift under the Income Tax Act of Canada, the authorization of the <u>Minister of the Environment and Climate Change</u> for Canada or any replacement entity responsible for enforcing the provisions relating to Ecological Gifts, if such consent or authorization is necessary.</p>	<ul style="list-style-type: none"> • The ministry names in the original template for the MNRF and ECCC are outdated.
<p>4.4 The Owner shall not use the Lands nor permit any use of the Lands that will damage or destroy the Conservation Values of the Lands or prevent their restoration and enhancement. Without limiting the generality of the foregoing, the Owner expressly covenants and agrees that, except with the prior written approval of the Conservation Body, the Owner shall abide by the Covenants.</p>	<p>4.4 The Owner will not use the Lands nor permit any use of the Lands that will damage or destroy the Conservation Values of the Lands or prevent their restoration and enhancement. Without limiting the generality of the foregoing, the Owner expressly covenants and agrees that [] they will abide by the Covenants.</p>	<ul style="list-style-type: none"> • The language used in section 4.4 of the original template, specifically the caveat “except with the prior written approval of the Conservation Body” was too broad and gives the Conservation Body far too much latitude. There are no criteria for decision making. • “Shall has been changed to “will”

Article 5 – Easement

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5.1 The parties covenant and agree each with the other that the Easement set out in Schedule C shall be deemed to be an easement governed by and having the benefit of the Act, that the burden of the Easement shall run with and bind the Property and every part thereof from the registration of this Agreement so long as the Covenants are in effect, and the benefit of the Easement shall enure to the Conservation Body.	5.1 The parties covenant and agree each with the other that the Easement set out in Schedule C shall be deemed to be an easement governed by and having the benefit of the Act, that the burden of the Easement shall run with and bind the Property and every part thereof from the registration of this Agreement so long as the Covenants are in effect, and the benefit of the Easement shall enure to the Conservation Body.	
5.2 The rights described in Article 5.1 and Schedule C are collectively referred to as the “Easement.”	N/A	<ul style="list-style-type: none"> • Lawyers and other readers interpreting the template may question why this provision is a different version of the actual definition of "Easement". Having already provided the definition above, section 5.2 may create unnecessary confusion for the readers.
5.3 No right of access by the general public to any portion of the Lands is conveyed by this Agreement.	<u>5.2</u> No right of access by the general public to any portion of the Lands is conveyed by this Agreement.	
N/A	<u>5.3</u> The parties covenant and agree that any subsequent owners of the Lands subject to the easement will require the interest to be registered through the Land Registry Office.	<ul style="list-style-type: none"> • The Land Registry Office has indicated that this provision will be necessary in agreements of this nature going forward.

Article 6 – Owner’s Obligations and Indemnity

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<p>6.1 The Owner shall, at the expense of the Owner, continue to care for and operate the Lands as would a careful and prudent owner. In particular, and without limiting the generality of the foregoing, the Owner shall:</p> <p>(a) maintain the Lands and keep the improvements thereon in a good and sound state of repair, and keep the Lands free of construction liens; carry and maintain at all times adequate comprehensive general liability insurance with an inclusive limit of not less than two million dollars (\$2,000,000.00) per occurrence for property damage, bodily damage and personal injury, with the Conservation Body being identified as an additional insured thereunder, and provide the Conservation Body with evidence of such coverage not less than annually; and</p> <p>(b) pay as they become due municipal and provincial taxes, rates and fees charged or levied against the Lands, including any that may be charged or levied against the Conservation Body by reason of this Agreement and the rights transferred hereunder, and all charges for utilities, public or otherwise, and provide the</p>	<p>6.1 The Owner shall, at the expense of the Owner, continue to care for and operate the Lands as would a careful and prudent owner. In particular, and without limiting the generality of the foregoing, the Owner shall:</p> <p>(a) maintain the Lands and keep the improvements thereon in a good and sound state of repair, and keep the Lands free of construction liens; carry and maintain at all times adequate comprehensive general liability insurance with an inclusive limit of not less than three million dollars (<u>\$3,000,000.00</u>) per occurrence for property damage, bodily damage and personal injury, with the Conservation Body being identified as an additional insured thereunder, and provide the Conservation Body with evidence of such coverage not less than annually; and</p> <p>(b) pay as they become due municipal and provincial taxes, rates and fees charged or levied against the Lands, including any that may be charged or levied against the Conservation Body by reason of this Agreement and the rights transferred hereunder, and all charges for utilities, public or otherwise, and provide the</p>	<ul style="list-style-type: none"> • Minimum limit raised to \$3 million to further conform with the CEAs available online. This section will need to be revised. • This item has been flagged. Additional discussion around most appropriate wording is recommended for this section.

<p>Conservation Body with evidence of such payments on its reasonable request.</p>	<p>Conservation Body with evidence of such payments on its reasonable request.</p>	
<p>6.2 The Owner shall and does hereby indemnify and save harmless the Conservation Body, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits, claims, demands by or on behalf of any person arising out of or occasioned by any act or omission, negligent or otherwise, in the use and maintenance of the Lands by the Owner, any licensee or lessee thereof or anyone for whom the owner is in law responsible. The Owner shall and does hereby further indemnify the Conservation Body from and against any penalty or tax imposed under the Income Tax Act (Canada) arising from any change in the use of the Lands or any part of the Lands certified as ecologically sensitive land under the Income Tax Act (Canada), which penalty or tax shall be paid by the Owner to the Conservation Body or as the Conservation Body shall direct.</p>	<p>6.2 The Owner shall and does hereby indemnify and save harmless the Conservation Body, its directors, officers, employees, agents and contractors from and against any and all actions, causes of action, suits, claims, demands by or on behalf of any person arising out of or occasioned by any act or omission, negligent or otherwise, in the use and maintenance of the Lands by the Owner, any licensee or lessee thereof or anyone for whom the owner is in law responsible. The Owner shall and does hereby further indemnify the Conservation Body from and against any penalty or tax imposed under the Income Tax Act (Canada) arising from any change in the use of the Lands or any part of the Lands certified as ecologically sensitive land under the Income Tax Act (Canada), which penalty or tax shall be paid by the Owner to the Conservation Body or as the Conservation Body shall direct.</p>	<ul style="list-style-type: none"> • This section may become problematic. In the Land Registry’s upcoming bulletin on CEAs, the text reads: “In general, “save harmless” (indemnity) agreements tendered by certain conservation bodies for registration have been determined to be unregistrable pursuant to EM 199204”.
<p>6.3 No less than ten (10) days in advance of a transfer of the fee simple title to or a possessory interest in the whole or any part of the Property, the Owner shall pay to the Conservation Body two (2) percent of the sale price or make alternative arrangements for such payment to the satisfaction of the Conservation Body. A lease of less than five (5) years total duration and all transfers by bequest, by right of survivorship, or for no or</p>	<p>6.3 No less than ten (10) days in advance of a transfer of the fee simple title to or a possessory interest in the whole or any part of the Property, the Owner shall pay to the Conservation Body two (2) percent of the sale price or make alternative arrangements for such payment to the satisfaction of the Conservation Body. A lease of less than five (5) years total duration and all transfers by bequest, by right of survivorship, or for no or</p>	

<p>nominal consideration up to a value of fifty (50) dollars are exempt from this provision. Any failure to make such payment shall be a debt with interest at the rate of five (5) percentage points above the prime rate of interest from time to time charged by the Bank of Canada and shall be a charge upon the whole Lands enforceable in the same manner as a mortgage, and shall be recoverable by the Conservation Body in a court of law.</p>	<p>nominal consideration up to a value of fifty (50) dollars are exempt from this provision. Any failure to make such payment shall be a debt with interest at the rate of five (5) percentage points above the prime rate of interest from time to time charged by the Bank of Canada and shall be a charge upon the whole Lands enforceable in the same manner as a mortgage, and shall be recoverable by the Conservation Body in a court of law.</p>	
<p>6.4 The Owner shall give prompt notice to the Conservation Body of any proposals or processes involving activities that could potentially affect the Lands or within five hundred (500) metres of the Lands of which the Owner becomes aware which may have any impact on the Lands in order to give the Conservation Body the opportunity to participate in relevant processes. Except as required by law, the Owner shall not permit any access to the Lands under the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Mining Act, R.S.O. 1990, c.M.14, either as amended or replaced, or any other legislation for the purposes of extracting aggregates, minerals, water or any other resources, without obtaining the prior written consent of the Conservation Body.</p>	<p>6.4 The Owner shall give prompt notice to the Conservation Body of any proposals or processes involving activities that could potentially affect the Lands or within five hundred (500) metres of the Lands of which the Owner becomes aware which may have any impact on the Lands in order to give the Conservation Body the opportunity to participate in relevant processes. Except as required by law, the Owner shall not permit any access to the Lands under the Aggregate Resources Act, R.S.O. 1990, c. A.8, the Mining Act, R.S.O. 1990, c.M.14, either as amended or replaced, or any other legislation for the purposes of extracting aggregates, minerals, water or any other resources, without obtaining the prior written consent of the Conservation Body.</p>	
<p>6.5 The Owner shall give notice to the Conservation Body of any change in the ownership of or any interest in the Lands and the Conservation Body shall give notice to the</p>	<p>6.5 The Owner shall give notice to the Conservation Body of any change in the ownership of or any interest in the Lands and the Conservation Body shall give notice to the</p>	

<p>Owner of any assignment of the interest of the Conservation Body under article 9.5 of this Agreement. Any such notice shall include the name and address of the new party and shall be given at least ten (10) days prior to the change of interest.</p>	<p>Owner of any assignment of the interest of the Conservation Body under article 9.5 of this Agreement. Any such notice shall include the name and address of the new party and shall be given at least ten (10) days prior to the change of interest.</p>	
<p>6.6 The Owner shall not transfer or permit any mortgagee to transfer any ownership interest in the Lands without requiring the transferee to acknowledge in writing (by acknowledgement addressed and delivered to the Conservation Body) the priority of this Agreement and the interest of the Conservation Body thereunder, and will not lease or licence the Lands or any part thereof without such lease or licence being made expressly subject to this Agreement. The failure of the Owner to perform any act required by this Article 6.6 or the preceding Article 6.5 shall not impair the validity of this Agreement or limit its enforceability in any way.</p>	<p>6.6 The Owner shall not transfer or permit any mortgagee to transfer any ownership interest in the Lands without requiring the transferee to acknowledge in writing (by acknowledgement addressed and delivered to the Conservation Body) the priority of this Agreement and the interest of the Conservation Body thereunder, and will not lease or licence the Lands or any part thereof without such lease or licence being made expressly subject to this Agreement. The failure of the Owner to perform any act required by this Article 6.6 or the preceding Article 6.5 shall not impair the validity of this Agreement or limit its enforceability in any way.</p>	

Article 7 – Default

2008 Original Template	2017 Proposed Template	Annotations
<p>7.1 In the event of breach or default in the obligations and Covenants of the Owner under this Agreement, the Conservation Body may take any action available to it at law, in</p>	<p>7.1 <u>If the Conservation Body determines that there has been a breach</u> or default in the obligations and Covenants of the Owner under this Agreement, they may take any</p>	<ul style="list-style-type: none"> • Discrepancies have arisen in case law concerning what may or may not amount to a breach. To avoid potential litigation surrounding the

<p>equity, by statute or under this Agreement provided that the Conservation Body shall first give to the Owner written notice of the default, which notice shall specify the nature of the noncompliance and the measures necessary to secure compliance with the terms of this Agreement. If notice of default is given, the Owner shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the noncompliance or default.</p>	<p>action available to it at law, in equity, by statute or under this Agreement provided that the Conservation Body shall first give to the Owner written notice of the default, which notice shall specify the nature of the noncompliance and the measures necessary to secure compliance with the terms of this Agreement. If notice of default is given, the Owner shall have sixty (60) days following receipt of the notice of default to complete the required measures and to rectify the noncompliance or default.</p>	<p>semantics of what may amount to a breach, the Conservation Body is granted the determination of whether a breach has occurred. Wording has been slightly amended to account for this.</p>
<p>7.2 In the event that the Owner has failed to provide compliance within the sixty-day period allowed, the Conservation Body shall be entitled to enter onto the Lands and to complete those works and measures necessary to provide compliance and to remedy the default at the expense of the Owner.</p>	<p>7.2 In the event that the Owner has failed to provide compliance within the sixty-day period allowed, the Conservation Body shall be entitled to enter onto the Lands and to complete those works and measures necessary to provide compliance and to remedy the default at the expense of the Owner.</p>	
<p>7.3 If the Conservation Body in its sole discretion determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Lands, the Conservation Body may pursue its remedies under this article 7 without prior notice to the Owner or without waiting for the expiry of the sixty-day notice period as otherwise required under article 7.1.</p>	<p>7.3 If the Conservation Body in its sole discretion determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values of the Lands, the Conservation Body may pursue its remedies under this article 7 without prior notice to the Owner or without waiting for the expiry of the sixty-day notice period as otherwise required under article 7.1.</p>	
<p>7.4 The parties recognize that damages based on market value may not be adequate or effective to compensate for destruction of or</p>	<p>7.4 The parties recognize that damages based on market value may not be adequate or effective to compensate for destruction of or</p>	<ul style="list-style-type: none"> • For this section, monetary compensation should be one of the last options.

<p>restoration of the Conservation Values of the Lands as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:</p> <p>(a) compensation to the Conservation Body in the event of default or breach of the Agreement may be based on market value or restoration or replacement costs, whichever, in the opinion of the court, shall better compensate the Conservation Body; and</p> <p>(b) in addition and without limiting the scope of the other enforcement rights available to the Conservation Body under this Agreement, the Conservation Body may bring an action or an application for injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.</p>	<p>restoration of the Conservation Values of the Lands as they existed prior to default or breach of the Agreement. Accordingly, the parties agree that:</p> <p>(a) compensation to the Conservation Body in the event of default or breach of the Agreement may be based on market value or restoration or replacement costs, whichever, in the opinion of the court, shall better compensate the Conservation Body; and</p> <p>(b) in addition and without limiting the scope of the other enforcement rights available to the Conservation Body under this Agreement, the Conservation Body may bring an action or an application for injunctive relief to prohibit or prevent default or the continuance of default under this Agreement.</p>	
<p>7.5 All reasonable costs incurred by the Conservation Body in enforcing the terms of this Agreement, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of the terms of this Agreement by the Owner shall be paid by the Owner to the Conservation Body. Until paid by the Owner to the Conservation Body, such costs of remedy incurred by the Conservation Body shall be a debt owed by the Owner to the Conservation Body and shall be a charge upon the Lands enforceable in the same manner as a mortgage and recoverable by the</p>	<p>7.5 All reasonable costs incurred by the Conservation Body in enforcing the terms of this Agreement, including without limitation legal costs and expenses, and any costs of restoration required to remedy any violation of the terms of this Agreement by the Owner shall be paid by the Owner to the Conservation Body. Until paid by the Owner to the Conservation Body, such costs of remedy incurred by the Conservation Body shall be a debt owed by the Owner to the Conservation Body and shall be a charge upon the Lands enforceable in the same manner as a mortgage and recoverable by the</p>	

Conservation Body in a court of law.	Conservation Body in a court of law.	
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Article 8 – Notice

2008 Original Template	2017 Proposed Template	Annotations
<p>8.1 Any notice (which term in this article 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 means of electronic communication or mailed by prepaid registered post, if to the Conservation Body as follows: [insert details]</p> <p>Address: Fax and other contact numbers:</p> <p>and if to the Owner as follows:</p> <p>Address: Fax and other contact numbers:</p> <p>Any notice so delivered or any notice so forwarded by facsimile or other means of communication shall be deemed to have been given on the next business day following the day of delivery or forwarding and any notice so mailed shall be deemed to have been given on the fourth business day following the day of mailing. Either party may</p>	<p>8.1 Any notice (which term in this article 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 means of electronic communication or mailed by prepaid registered post, if to the Conservation Body as follows: [insert details]</p> <p>Address: Fax and other contact numbers: <u>Email:</u></p> <p>and if to the Owner as follows:</p> <p>Address: Fax and other contact numbers: <u>Email:</u></p> <p>Any notice so delivered or any notice so forwarded by facsimile or other means of communication shall be deemed to have been given on the next business day following the day of delivery or forwarding and any notice so mailed shall be deemed to have</p>	<ul style="list-style-type: none"> • Option to include an email address has been added to this section.

<p>in any manner aforesaid give notice to the other party of any change in the address or fax number thereof and thereafter the new address or fax number shall be the address of such party for the purpose of giving notice hereunder.</p>	<p>been given on the fourth business day following the day of mailing. Either party may in any manner aforesaid give notice to the other party of any change in the address or fax number thereof and thereafter the new address or fax number shall be the address of such party for the purpose of giving notice hereunder.</p>	
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Article 9 – General Provisions

2008 Original Template	2017 Proposed Template	Annotations
<p>9.1 No person who is an Owner shall be liable to the Conservation Body for any breach of or default in the obligations owed to the Conservation Body under this Agreement committed after the registration of a transfer by such person of all of the interest thereof in the Lands, provided that the Owner has delivered to the Conservation Body an acknowledgement and assumption executed by the new registered Owner, acknowledging the priority of this Agreement and the interest of the Conservation Body and assuming the obligations of an Owner under this Agreement.</p>	<p>9.1 No person who is an Owner shall be liable to the Conservation Body for any breach of or default in the obligations owed to the Conservation Body under this Agreement committed after the registration of a transfer by such person of all of the interest thereof in the Lands, provided that the Owner has delivered to the Conservation Body an acknowledgement and assumption executed by the new registered Owner, acknowledging the priority of this Agreement and the interest of the Conservation Body and assuming the obligations of an Owner under this Agreement.</p>	
<p>9.2 The Conservation Body may assign all of its interest in this Agreement to any qualified Conservation Body, including the local municipality or the conservation authority,</p>	<p>9.2 The Conservation Body may assign all of its interest in this Agreement to any qualified Conservation Body, including the local municipality or the conservation authority,</p>	

<p>provided that the Conservation Body shall provide the Owner with written notice of such assignment. The Conservation Body shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner</p>	<p>provided that the Conservation Body shall provide the Owner with written notice of such assignment. The Conservation Body shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner</p>	
<p>9.3 The Conservation Body shall register this Agreement and any part of it against title to the Lands and the Owner shall execute any document that may be required to allow such registration.</p>	<p>9.3 The Conservation Body shall register this Agreement <u>with Ontario's Land Registration System and in accordance with Bulletin No. 2017-xx (number pending)</u>. The Owner shall execute any document that may be required to allow such registration. <u>The Agreement must be registered as a notice pursuant to Section 71 of the Land Titles Act.</u></p>	<ul style="list-style-type: none"> • The wording was amended to incorporate the impending bulletin from the Land Registry Office on CEAs. Reference was also made to the requirement to register the agreement as a notice pursuant to S. 71 of the LTA.
<p>9.4 No failure by the Conservation Body to require performance by the Owner of any provision of this Agreement shall affect the right of the Conservation Body thereafter to enforce such obligation, and no failure by the Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.</p>	<p>9.4 No failure by the Conservation Body to require performance by the Owner of any provision of this Agreement shall affect the right of the Conservation Body thereafter to enforce such obligation, and no failure by the Owner to perform any of its rights or obligations hereunder shall be taken as a waiver of such performance or the performance of any other obligation in the future.</p>	
<p>9.5 Neither the Owner nor the Conservation Body shall be liable to the other hereunder for any damage to or change in the Lands resulting from causes beyond the control of such party, including, without limitation,</p>	<p>9.5 Neither the Owner nor the Conservation Body shall be liable to the other hereunder for any damage to or change in the Lands resulting from causes beyond the control of such party, including, without limitation,</p>	

accidental fire, flood, storm, earth movement, trespass, insect plague or disease. The burden of proving that a particular breach or default was due to a cause beyond the control of the party shall be upon the party claiming immunity from such liability.	accidental fire, flood, storm, earth movement, trespass, insect plague or disease. The burden of proving that a particular breach or default was due to a cause beyond the control of the party shall be upon the party claiming immunity from such liability.	
9.6 Time shall be of the essence to this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.	9.6 Time shall be of the essence to this Agreement and shall be deemed to remain so notwithstanding any extension of any time limit.	
9.7 All provisions of this Agreement, including each of the Covenants, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.	9.7 All provisions of this Agreement, including each of the Covenants, shall be severable and, should any be declared invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.	
9.8 Save as provided herein or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement.	9.8 Save as provided herein or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement.	
9.9 Whenever the Owner should comprise more than one person, the obligations thereof hereunder shall be joint and several.	9.9 Whenever the Owner should comprise more than one person, the obligations thereof hereunder shall be joint and several.	
9.10 This Agreement, including all of the Easement and the Covenants, shall run with the Lands for the Term or until such time as the Conservation Body, or its successor or assign, authorizes a release or partial release of the terms of this Agreement in accordance with the law.	9.10 This Agreement, including all of the Easement and the Covenants, shall run with the Lands for the Term or until such time as the Conservation Body, or its successor or assign, authorizes a release or partial release of the terms of this Agreement in accordance with the law.	
9.11 The Conservation Body may erect signage on the Property setting out the existence of	9.11 <u>After consultation with the Owner,</u> the Conservation Body may erect signage on the	<ul style="list-style-type: none"> Section was amended to further conform with modern agreements

<p>this Agreement and may otherwise publicize the existence of this Agreement.</p>	<p>Property setting out the existence of this Agreement and may otherwise publicize <u>and communicate with others, including all governmental agencies, regarding</u> the existence of this Agreement.</p>	<p>and also requiring preliminary consultation with the Owner.</p>
<p>9.12 Any amount paid by a party hereunder by reason of the default of the other party shall bear interest from the date the amount was paid until the date of repayment at a rate which is the lesser of (i) five (5) percentage points over the prime rate of interest from time to time charged by the Bank of Canada or (ii) the maximum rate allowed by law.</p>	<p>9.12 Any amount paid by a party hereunder by reason of the default of the other party shall bear interest from the date the amount was paid until the date of repayment at a rate which is the lesser of (i) five (5) percentage points over the prime rate of interest from time to time charged by the Bank of Canada or (ii) the maximum rate allowed by law.</p>	
<p>9.13 This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.</p>	<p>9.13 This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.</p>	
<p>9.14 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.</p>	<p>9.14 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.</p>	
<p>9.15 This Agreement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.</p>	<p>9.15 This Agreement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.</p>	
<p>9.16 This Agreement shall be construed and enforced in accordance with, and the laws of Ontario and the laws of Canada applicable shall govern the right of the parties thereto.</p>	<p>9.16 This Agreement shall be construed and enforced in accordance with, and the laws of Ontario and the laws of Canada applicable shall govern the right of the parties thereto.</p>	
<p>9.17 Each party at the request of the other party shall execute and deliver such</p>	<p>9.17 Each party at the request of the other party shall execute and deliver such</p>	

<p>assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.</p>	<p>assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.</p>	
<p>9.18 The Parties hereby acknowledge and confirm the following: a. The Owner has been advised by the Conservation Body to obtain independent legal, financial and tax advice prior to entering into this Agreement and has obtained that advice [or: “has elected not to obtain that advice” .];</p> <p>b. Pursuant to the Act, releasing or amending the Easement or Covenants contained in this Agreement requires the consent of the Minister of Natural Resources for Ontario;</p> <p>c. [use only if the Agreement is donated through the Ecological Gifts Program] Pursuant to section 207.31 of the Income Tax Act, (Canada), the authorization of the Minister of the Environment for Canada or his/her delegate, is required prior to implementing a disposition of this Agreement or a change of use of the Property not in compliance with this Agreement.</p>	<p>9.18 The Parties hereby acknowledge and confirm the following: a. The Owner has been advised by the Conservation Body to obtain independent legal, financial and tax advice prior to entering into this Agreement and has obtained that advice [or: “has elected not to obtain that advice” .];</p> <p>b. Pursuant to the Act, releasing or amending the Easement or Covenants contained in this Agreement requires the consent of the <u>Minister of Natural Resources and Forestry</u> for Ontario;</p> <p>c. [use only if the Agreement is donated through the Ecological Gifts Program] Pursuant to section 207.31 of the Income Tax Act, (Canada), the authorization of the <u>Minister of the Environment and Climate Change for Canada</u> or his/her delegate, is required prior to implementing a disposition of this Agreement or a change of use of the Property not in compliance with this Agreement.</p>	<ul style="list-style-type: none"> • The names for both the Minister of Natural Resources and Forestry and the Minister of the Environment and Climate Change have been updated.
<p>9.19 This Agreement, or notice of this Agreement, in addition to being registered on title to the Property, may in future be required to be deposited, filed or registered in a registry of Conservation Agreements under</p>	<p>9.19 This Agreement, or notice of this Agreement, in addition to being registered on title to the Property, may in future be required to be deposited, filed or registered in a registry of Conservation Agreements under</p>	

<p>the Act managed by the Ministry of Natural Resources for Ontario or its delegate (“the Conservation Agreement registry”). The Parties undertake and agree to execute any document required to effect the deposit, filing or registration of this Agreement in the Conservation Agreement registry when the Conservation Agreement registry is established.</p>	<p>the Act managed by the Ministry of Natural Resources for Ontario or its delegate (“the Conservation Agreement registry”). The Parties undertake and agree to execute any document required to effect the deposit, filing or registration of this Agreement in the Conservation Agreement registry when the Conservation Agreement registry is established.</p>	
<p>9.20 This Agreement remains enforceable regardless of any change in land use planning, change in planning classification, or use of the Lands or use of adjacent or nearby properties</p>	<p>9.20 <u>If all or part of the Lands is taken by expropriation, or if a subsequent unexpected change in the conditions surrounding the Lands make impossible the continued use of the Lands or any portion thereof for conservation purposes, the restrictions may only be extinguished in whole or in part, by judicial proceeding in a court of competent jurisdiction.</u></p>	<ul style="list-style-type: none"> • This section was amended to include reference to the possibility of expropriation.
<p>N/A</p>	<p>9.21 <u>This Agreement including the Easement and the Covenants shall run with the Lands in perpetuity or until such time as the Trust, or its successor or assign, authorizes their release and shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and personal representatives as the case may be.</u></p>	<ul style="list-style-type: none"> • A section was added on Enurement using perpetuity rather than 999 years.
<p>N/A</p>	<p>9.22 <u>The Conservation Body must use any funds received on account of the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes.</u></p>	<ul style="list-style-type: none"> • A provision was added ensuring that any proceeds from release/termination/extinguishment be used for conservation purposes.

Schedule “A” – Legal Description of Lands

2008 Original Template	2017 Proposed Template	Annotations
<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ____, 20XX.</p> <p><i>[insert legal description]</i></p>	<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ____, 20XX.</p> <p><i>[insert legal description]</i></p>	

Schedule “B” – Covenants

2008 Original Template	2017 Proposed Template	Annotations
<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ____, 20XX.</p> <p><i>[This section of the Conservation Agreement will list the Covenants or restrictions on activities or land uses. Covenants are often referenced as “Restrictions” in Conservation Agreements and are listed in a separate schedule for ease of registration within Ontario. The purpose of including Covenants to restrict activities and land uses is to protect</i></p>	<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ____, 20XX.</p> <p>[This section of the Conservation Agreement will list the Covenants or restrictions on activities or land uses. Covenants are often referenced as “Restrictions” in Conservation Agreements and are listed in a separate schedule for ease of registration within Ontario. The purpose of including Covenants to restrict activities and land uses is to protect</p>	

<p><i>the natural features on the property by eliminating threats to those natural features. Covenants must therefore be tailored individually for each property.</i></p> <p><i>Drafting and tailoring Covenants for a particular property will involve many discussions between the land trust and the landowner. It is recommended that legal counsel review the Covenants to ensure that they are drafted clearly in legally enforceable language. Property “stewards” should also be involved in the review and discussion as they will ultimately be responsible for future monitoring and enforcement of the Covenants.</i></p>	<p>the natural features on the property by eliminating threats to those natural features. Covenants must therefore be tailored individually for each property.</p> <p>Drafting and tailoring Covenants for a particular property will involve many discussions between the land trust and the landowner. It is recommended that legal counsel review the Covenants to ensure that they are drafted clearly in legally enforceable language. Property “stewards” should also be involved in the review and discussion as they will ultimately be responsible for future monitoring and enforcement of the Covenants.</p>	
<p>To assist with the process of drafting Covenants here are some points of consideration:</p> <ul style="list-style-type: none"> • Recent changes in legislation, now allow land trusts to have the Conservation Agreement (therefore the Covenants) apply to only a portion of the property; • The Conservation Agreement can be drafted in such a way that the agreement applies to the entire property but the Covenants apply only to certain zones or areas within the property boundaries (i.e. residential area versus protected area); • Try to avoid restricting activities in the residential area otherwise you will spend considerable time and 	<p>To assist with the process of drafting Covenants here are some points of consideration:</p> <ul style="list-style-type: none"> • Recent changes in legislation, now allow land trusts to have the Conservation Agreement (therefore the Covenants) apply to only a portion of the property; • The Conservation Agreement can be drafted in such a way that the agreement applies to the entire property but the Covenants apply only to certain zones or areas within the property boundaries (i.e. residential area versus protected area); • Try to avoid restricting activities in the residential area otherwise you will spend considerable time and 	<ul style="list-style-type: none"> • This should exclusively list restrictions that the land trust is prepared to enforce.

<p>resources monitoring and enforcing an area of the property where there are few natural values to protect;</p> <ul style="list-style-type: none"> • Minimize the use of undefined terms or ensure that all terminology is clearly defined and consistent in the Covenants section and throughout the entire agreement; • Covenants must be consistent throughout. Reserved rights should not conflict with Covenants; • When drafting multiple exceptions in a Covenant, use lists rather than long narratives; and • Minimize referrals to other paragraphs by keeping all provisions related to the same topic within the same section. 	<p>resources monitoring and enforcing an area of the property where there are few natural values to protect;</p> <ul style="list-style-type: none"> • Minimize the use of undefined terms or ensure that all terminology is clearly defined and consistent in the Covenants section and throughout the entire agreement; • Covenants must be consistent throughout. Reserved rights should not conflict with Covenants; • When drafting multiple exceptions in a Covenant, use lists rather than long narratives; and • Minimize referrals to other paragraphs by keeping all provisions related to the same topic within the same section. 	
<p><i>Listed below are some examples of each of the various types of RESTRICTIVE COVENANTS classified by THEME. These examples are included for ILLUSTRATIVE PURPOSES AND DISCUSSION ONLY. Not all or every restriction may be necessary for a particular property. Only include restrictions that address a particular threat that may negatively impact the Conservation Values and purpose and intent of the Conservation Agreement. These examples are included to show some of the variation of wording and intent that can be found within the various Covenant themes. Some clauses are more general and more likely to apply to the entire property, while others reference specific zones of the property</i></p>	<p>Listed below are some examples of each of the various types of RESTRICTIVE COVENANTS classified by THEME. These examples are included for ILLUSTRATIVE PURPOSES AND DISCUSSION ONLY. Not all or every restriction may be necessary for a particular property. Only include restrictions that address a particular threat that may negatively impact the Conservation Values and purpose and intent of the Conservation Agreement. These examples are included to show some of the variation of wording and intent that can be found within the various Covenant themes. Some clauses are more general and more likely to apply to the entire property, while others reference specific zones of the</p>	

<p><i>such as 'protected area', 'natural area', 'lane area', 'residential area', 'building area' or 'agricultural area'. If a Conservation Agreement references specific zones to a property, they need to be clearly defined and delineation of these zones with a legal survey is highly recommended.]</i></p>	<p>property such as 'protected area', 'natural area', 'lane area', 'residential area', 'building area' or 'agricultural area'. If a Conservation Agreement references specific zones to a property, they need to be clearly defined and delineation of these zones with a legal survey is highly recommended.]</p>	
<p>1. Severance and Subdivision</p> <p>EXAMPLE A No part of the Property shall be sold, conveyed, mortgaged, charged, leased or otherwise disposed of separately from the remainder of the Property, and no plan of subdivision shall be registered against title to the Property, without prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Sell, convey, mortgage, charge, lease or otherwise dispose of any part of the Lands separate from any other part of the Lands, or apply for or make any application for plans of subdivision or consents for severance of the Lands under Part VI of the Planning Act, R.S.O. 1990, c. P.13, as amended or replaced from time to time, or otherwise apply for, make or register any severance or subdivision of any part of the Lands save and except for conservation purposes with prior written consent of the Land Trust;</p>	<p>1. Severance and Subdivision</p> <p>EXAMPLE A No part of the Property shall be sold, conveyed, mortgaged, charged, leased or otherwise disposed of separately from the remainder of the Property, and no plan of subdivision shall be registered against title to the Property, without prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Sell, convey, mortgage, charge, lease or otherwise dispose of any part of the Lands separate from any other part of the Lands, or apply for or make any application for plans of subdivision or consents for severance of the Lands under Part VI of the Planning Act, R.S.O. 1990, c. P.13, as amended or replaced from time to time, or otherwise apply for, make or register any severance or subdivision of any part of the Lands save and except for conservation purposes with prior written consent of the Land Trust;</p>	

<p>2. Easements and Rights of Ways</p> <p>EXAMPLE A No easement, right of way or right in the nature of an easement, in, on, over, under or through the Protected Area shall be granted to any person, without the prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Grant any lease, easement or right of way in, over, on, under or through the Lands, including the grant or renewal of a lease for the exploration or development of petroleum or gas;</p>	<p>2. Easements and Rights of Ways</p> <p>EXAMPLE A No easement, right of way or right in the nature of an easement, in, on, over, under or through the Protected Area shall be granted to any person, without the prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Grant any lease, easement or right of way in, over, on, under or through the Lands, including the grant or renewal of a lease for the exploration or development of petroleum or gas;</p>	
<p>3. Development Rights and Construction of New Improvements</p> <p>EXAMPLE A No building, structure, fixture, sign or other improvement of any kind shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained, on, in, under or over the Protected Area, provided that benches for viewing wildlife or scenery may be placed and maintained in the Protected Area and fences and "no trespassing" and "no hunting" signs may be placed and maintained on the boundaries thereof.</p>	<p>3. Development Rights and Construction of New Improvements</p> <p>EXAMPLE A No building, structure, fixture, sign or other improvement of any kind shall be erected, placed or maintained or be permitted or suffered to be erected, placed or maintained, on, in, under or over the Protected Area, provided that benches for viewing wildlife or scenery may be placed and maintained in the Protected Area and fences and "no trespassing" and "no hunting" signs may be placed and maintained on the boundaries thereof.</p>	

<p>EXAMPLE B</p> <p>The Owners expressly covenant and agree that the Owners shall not: construct, erect, maintain or allow the construction, erection or maintenance of any building or structure or transmission tower or lines on the Lands, except that within the Building Area existing buildings may be maintained, replaced or expanded in compliance with section X.X of this Agreement; The Owners shall be entitled to maintain, expand or replace the buildings within the Building Area, provided that:</p> <p>a) there may not be more than two residential dwellings within the Building Area and the total combined floor area of the residential dwellings may not exceed 800 square meters; and</p> <p>b) the total combined floor area of the barns, storage or other accessory buildings may not exceed 1000 square meters. Total combined floor area shall mean the combined total floor area for all floors measured from the outside walls of the building or structure. Any modification, alteration, construction, or reconstruction of any sewage waste disposal system on the Lands shall also be located within the Building Area. The Owners shall provide notice to the Land Trust of any construction or improvement to the buildings or to the sewage or waste disposal system.</p>	<p>EXAMPLE B</p> <p>The Owners expressly covenant and agree that the Owners shall not: construct, erect, maintain or allow the construction, erection or maintenance of any building or structure or transmission tower or lines on the Lands, except that within the Building Area existing buildings may be maintained, replaced or expanded in compliance with section X.X of this Agreement; The Owners shall be entitled to maintain, expand or replace the buildings within the Building Area, provided that:</p> <p>a) there may not be more than two residential dwellings within the Building Area and the total combined floor area of the residential dwellings may not exceed 800 square meters; and</p> <p>b) the total combined floor area of the barns, storage or other accessory buildings may not exceed 1000 square meters. Total combined floor area shall mean the combined total floor area for all floors measured from the outside walls of the building or structure. Any modification, alteration, construction, or reconstruction of any sewage waste disposal system on the Lands shall also be located within the Building Area. The Owners shall provide notice to the Land Trust of any construction or improvement to the buildings or to the sewage or waste disposal system.</p>	
4. Construction of Roads and Trails	4. Construction of Roads and Trails	

<p>EXAMPLE A No road, driveway, walkway, bicycle or other path, parking area, dock or ramp shall be erected, placed or maintained on, in, under or over the Protected Area provided the Owner may maintain the Existing Trail(s) in the condition described in Schedule "X" (the Report).</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Construct, improve or allow the construction or improvement of any road, driveway, laneway, trail, parking lot, aircraft landing strip, or other such facility, on the Property, except that the existing trails and laneways identified in the Report may be maintained at a maximum width of 2 meters by mowing and the removal of fallen trees and the construction of bridges at creek crossings, but the trails and laneways shall be surfaced with the natural soil and shall not be graveled, filled or paved. In addition, a private driveway may be constructed within the Agricultural Area to service the buildings and uses permitted within the Agricultural Area.</p>	<p>EXAMPLE A No road, driveway, walkway, bicycle or other path, parking area, dock or ramp shall be erected, placed or maintained on, in, under or over the Protected Area provided the Owner may maintain the Existing Trail(s) in the condition described in Schedule "X" (the Report).</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Construct, improve or allow the construction or improvement of any road, driveway, laneway, trail, parking lot, aircraft landing strip, or other such facility, on the Property, except that the existing trails and laneways identified in the Report may be maintained at a maximum width of 2 meters by mowing and the removal of fallen trees and the construction of bridges at creek crossings, but the trails and laneways shall be surfaced with the natural soil and shall not be graveled, filled or paved. In addition, a private driveway may be constructed within the Agricultural Area to service the buildings and uses permitted within the Agricultural Area.</p>	
<p>5. Grading/Alteration of Topography</p> <p>EXAMPLE A No alteration shall be made or permitted or suffered to be made in the general topography of the Property or any part</p>	<p>5. Grading/Alteration of Topography</p> <p>EXAMPLE A No alteration shall be made or permitted or suffered to be made in the general topography of the Property or any part</p>	

<p>thereof, which, in the opinion of the Land Trust, is or may reasonably be expected to be detrimental or adverse to the Purposes. Without limiting the foregoing, tilling of the soil, grazing of livestock, construction of drainage ditches, retaining walls, dams, ponds, transmission towers and lines, and any other similar undertaking, as well as the dumping, excavation, dredging, mining or removal of loam, gravel, soil, rock, sand or other material or minerals, shall all be deemed to be detrimental or adverse to the Purposes and shall not be undertaken or permitted or suffered to be undertaken without the prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Undertake or allow the dumping, filling, excavation, mining, drilling, dredging or removal of topsoil, loam, gravel, soil, rock, sand, minerals gas or petroleum products or any other materials of any type or description anywhere on the Lands, except that ploughing, tilling, grading and the removal of stones may be undertaken as ancillary to permitted agricultural activity in the Agricultural Area;</p>	<p>thereof, which, in the opinion of the Land Trust, is or may reasonably be expected to be detrimental or adverse to the Purposes. Without limiting the foregoing, tilling of the soil, grazing of livestock, construction of drainage ditches, retaining walls, dams, ponds, transmission towers and lines, and any other similar undertaking, as well as the dumping, excavation, dredging, mining or removal of loam, gravel, soil, rock, sand or other material or minerals, shall all be deemed to be detrimental or adverse to the Purposes and shall not be undertaken or permitted or suffered to be undertaken without the prior written consent of the Land Trust.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Undertake or allow the dumping, filling, excavation, mining, drilling, dredging or removal of topsoil, loam, gravel, soil, rock, sand, minerals gas or petroleum products or any other materials of any type or description anywhere on the Lands, except that ploughing, tilling, grading and the removal of stones may be undertaken as ancillary to permitted agricultural activity in the Agricultural Area;</p>	
<p>6. Dumping</p> <p>EXAMPLE A No soil, rubbish, ashes, garbage, sewage, waste, or other unsightly or offensive</p>	<p>6. Dumping</p> <p>EXAMPLE A No soil, rubbish, ashes, garbage, sewage, waste, or other unsightly or offensive</p>	

<p>materials of any type or description shall be dumped or stored or permitted or suffered to be dumped or stored on, in, under or about the Protected Area.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Dump or fill or allow the dumping or filling of soil, fill, rubbish, ashes, garbage, waste or any unsightly, hazardous or offensive materials of any type or description anywhere on the Property.</p>	<p>materials of any type or description shall be dumped or stored or permitted or suffered to be dumped or stored on, in, under or about the Protected Area.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Dump or fill or allow the dumping or filling of soil, fill, rubbish, ashes, garbage, waste or any unsightly, hazardous or offensive materials of any type or description anywhere on the Property.</p>	
<p>7. Removal of Trees and Vegetation</p> <p>EXAMPLE A No tree, shrub, or any other native or natural vegetation within the Protected Area shall be removed, destroyed or cut.</p> <p>EXAMPLE B No tree, shrub, or any other native vegetation within the Protected Area shall be removed, destroyed or cut, save and except those that may be removed: (i) as part of a mutually agreed Forest Management Plan written or approved by a Professional Forester to achieve compliance with the purpose and intent of the Conservation Agreement; (ii) to control non-native or exotic intrusion; (iii) for restoration purposes; (iv) to maintain the existing hydro line as indicated on Map X or (v) to remove a danger or hazard and is conducted in a manner not injurious to the</p>	<p>7. Removal of Trees and Vegetation</p> <p>EXAMPLE A No tree, shrub, or any other native or natural vegetation within the Protected Area shall be removed, destroyed or cut.</p> <p>EXAMPLE B No tree, shrub, or any other native vegetation within the Protected Area shall be removed, destroyed or cut, save and except those that may be removed: (i) as part of a mutually agreed Forest Management Plan written or approved by a Professional Forester to achieve compliance with the purpose and intent of the Conservation Agreement; (ii) to control non-native or exotic intrusion; (iii) for restoration purposes; (iv) to maintain the existing hydro line as indicated on Map X or (v) to remove a danger or hazard and is conducted in a manner not injurious to the</p>	

<p>remaining trees, flora, fauna and soils, and maintains soil stability, water quality and quantity and the other conservation features of the Property.</p>	<p>remaining trees, flora, fauna and soils, and maintains soil stability, water quality and quantity and the other conservation features of the Property.</p>	
<p>8. Water Features</p> <p>EXAMPLE A No interference with, or alteration of any lake, pond, wetland, watercourse or any other body of water in the Protected Area shall be undertaken or permitted or suffered to be undertaken, nor shall any use thereof be made or permitted to be made which, in the opinion of the Land Trust, will or may reasonably be expected to be detrimental or adverse to the Purposes.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Drain or allow the drainage of any wetlands of the Lands except by natural processes, except that existing drains may be maintained in the locations shown in the Report;</p>	<p>8. Water Features</p> <p>EXAMPLE A No interference with, or alteration of any lake, pond, wetland, watercourse or any other body of water in the Protected Area shall be undertaken or permitted or suffered to be undertaken, nor shall any use thereof be made or permitted to be made which, in the opinion of the Land Trust, will or may reasonably be expected to be detrimental or adverse to the Purposes.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Drain or allow the drainage of any wetlands of the Lands except by natural processes, except that existing drains may be maintained in the locations shown in the Report;</p>	
<p>9. Water Quality/Quantity</p> <p>EXAMPLE A No activity or action on the Property shall be performed or permitted or suffered to be performed, nor shall any use of the Property be made or permitted or suffered to be made, which in the opinion of the Land Trust, is or may reasonably be expected to be detrimental or adverse to water conservation</p>	<p>9. Water Quality/Quantity</p> <p>EXAMPLE A No activity or action on the Property shall be performed or permitted or suffered to be performed, nor shall any use of the Property be made or permitted or suffered to be made, which in the opinion of the Land Trust, is or may reasonably be expected to be detrimental or adverse to water conservation</p>	

<p>(in quantity or quality) on, in or about the Property.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Produce, pump or in any way provide for the export or removal of surface water or groundwater for sale or for use other than use within the Lands, except that the maintenance of drains, as noted in paragraph X, is permitted;</p>	<p>(in quantity or quality) on, in or about the Property.</p> <p>EXAMPLE B The Owners expressly covenant and agree that the Owners shall not: Produce, pump or in any way provide for the export or removal of surface water or groundwater for sale or for use other than use within the Lands, except that the maintenance of drains, as noted in paragraph X, is permitted;</p>	
<p>10. Pesticides and Herbicides</p> <p>EXAMPLE A There shall be no use or application of pesticide, insecticide, herbicide, chemical or other toxic material of any type or description within the Protected Area without the prior written consent of the Land Trust.</p>	<p>10. Pesticides and Herbicides</p> <p>EXAMPLE A There shall be no use or application of pesticide, insecticide, herbicide, chemical or other toxic material of any type or description within the Protected Area without the prior written consent of the Land Trust.</p>	
<p>11. Collection of Plants and Animals</p> <p>EXAMPLE A No native or naturally occurring plant or animal species shall be gathered or removed from the Protected Area, but this provision shall not prohibit removal in the course of exercise of the Land Trust's rights under the terms of the Easement.</p>	<p>11. Collection of Plants and Animals</p> <p>EXAMPLE A No native or naturally occurring plant or animal species shall be gathered or removed from the Protected Area, but this provision shall not prohibit removal in the course of exercise of the Land Trust's rights under the terms of the Easement.</p>	
<p>12. Camping</p> <p>EXAMPLE A No mobile home, trailer or boat used or intended for use as a residence or for</p>	<p>12. Camping</p> <p>EXAMPLE A No mobile home, trailer or boat used or intended for use as a residence or for</p>	

<p>overnight or shortterm accommodation shall be placed, kept or permitted or suffered to be placed or kept in the Protected Area.</p>	<p>overnight or shortterm accommodation shall be placed, kept or permitted or suffered to be placed or kept in the Protected Area.</p>	
<p>13. Vehicles</p> <p>EXAMPLE A Operate or allow the operation on the Lands of dune buggies, motorcycles, ATV's or any other type of motorized vehicles, except that the use of motorized vehicles ancillary to permitted conservation and property management activities by the Owners is permitted. Equipment required to carry out permitted agricultural activity in the Agricultural Area is also permitted. In carrying out the permitted activities the Owners will make reasonable efforts to minimize the disruption to wildlife and damage to the natural features.</p> <p>No snowmobile, all terrain vehicle, motorcycle, or similar motor-driven land, water or air borne vehicle shall be operated or permitted or suffered to be operated on or through the Property outside of the Residential Area unless for purposed of carrying out activities required by the forestry management agreement;</p>	<p>13. Vehicles</p> <p>EXAMPLE A Operate or allow the operation on the Lands of dune buggies, motorcycles, ATV's or any other type of motorized vehicles, except that the use of motorized vehicles ancillary to permitted conservation and property management activities by the Owners is permitted. Equipment required to carry out permitted agricultural activity in the Agricultural Area is also permitted. In carrying out the permitted activities the Owners will make reasonable efforts to minimize the disruption to wildlife and damage to the natural features.</p> <p>No snowmobile, all terrain vehicle, motorcycle, or similar motor-driven land, water or air borne vehicle shall be operated or permitted or suffered to be operated on or through the Property outside of the Residential Area unless for purposed of carrying out activities required by the forestry management agreement;</p>	
<p>14. Soil Stability</p> <p>EXAMPLE A No activities shall take place within the Protected Area that may cause extensive soil compaction, rutting or soil erosion, other than</p>	<p>14. Soil Stability</p> <p>EXAMPLE A No activities shall take place within the Protected Area that may cause extensive soil compaction, rutting or soil erosion, other than</p>	

<p>those required to maintain the Existing Trail(s) in the condition described in Schedule "X" (the Report) and indicated on Map X.</p>	<p>those required to maintain the Existing Trail(s) in the condition described in Schedule "X" (the Report) and indicated on Map X.</p>	
<p>15. Hunting, Trapping and Fishing</p> <p>EXAMPLE A No commercial or sport hunting, fishing or trapping shall occur or be permitted or suffered to occur in the Protected Area.</p> <p>EXAMPLE B Hunting, trapping and fishing, whether for commercial or recreational purposes, are prohibited, except that the removal of agricultural livestock and the removal of diseased wildlife or non-native wildlife is permitted and hunting by those persons normally residing full time on the Lands, is permitted;</p>	<p>15. Hunting, Trapping and Fishing</p> <p>EXAMPLE A No commercial or sport hunting, fishing or trapping shall occur or be permitted or suffered to occur in the Protected Area.</p> <p>EXAMPLE B Hunting, trapping and fishing, whether for commercial or recreational purposes, are prohibited, except that the removal of agricultural livestock and the removal of diseased wildlife or non-native wildlife is permitted and hunting by those persons normally residing full time on the Lands, is permitted;</p>	
<p>16. Horses, Horseback Riding and Bicycles Annotated Sample Conservation Agreement – October 2008 28 of 31</p> <p>EXAMPLE A No horses or horse-back riding or bicycle riding shall be permitted or shall occur or be permitted or suffered to occur in the Protected Area.</p>	<p>16. Horses, Horseback Riding and Bicycles Annotated Sample Conservation Agreement – October 2008 28 of 31</p> <p>EXAMPLE A No horses or horse-back riding or bicycle riding shall be permitted or shall occur or be permitted or suffered to occur in the Protected Area.</p>	
<p>17. Discharge of Firearms</p> <p>EXAMPLE A No firearms or explosive devices of any kind shall be discharged or permitted or suffered to be discharged in the Protected Area.</p>	<p>17. Discharge of Firearms</p> <p>EXAMPLE A No firearms or explosive devices of any kind shall be discharged or permitted or suffered to be discharged in the Protected Area.</p>	

<p>18. Livestock and Agriculture</p> <p>EXAMPLE A The Owners expressly covenant and agree that the Owners shall not: Conduct or allow agricultural activity in the Natural Area including the grazing of livestock, the tilling or ploughing of the soil or the harvest of agricultural crops. Agricultural use and agricultural activity is permitted in the Agricultural Area;</p> <p>EXAMPLE B The Owners shall not permit agricultural livestock to enter or to use the Lands and shall maintain the fencing along the boundaries of the Lands in a condition that will prevent agricultural livestock from entering onto the Lands.</p>	<p>18. Livestock and Agriculture</p> <p>EXAMPLE A The Owners expressly covenant and agree that the Owners shall not: Conduct or allow agricultural activity in the Natural Area including the grazing of livestock, the tilling or ploughing of the soil or the harvest of agricultural crops. Agricultural use and agricultural activity is permitted in the Agricultural Area;</p> <p>EXAMPLE B The Owners shall not permit agricultural livestock to enter or to use the Lands and shall maintain the fencing along the boundaries of the Lands in a condition that will prevent agricultural livestock from entering onto the Lands.</p>	
<p>19. Business</p> <p>EXAMPLE A No trade, business or calling whatsoever shall be carried on from or within the Protected Area.</p>	<p>19. Business</p> <p>EXAMPLE A No trade, business or calling whatsoever shall be carried on from or within the Protected Area.</p>	
<p>20. Wildlife Movement</p> <p>EXAMPLE A The Owner shall not construct, pursue, permit or suffer the construction of fencing or other obstacles, which would exclude or in the opinion of the Land Trust, unduly restrict wildlife movement in or through the Protected Area.</p>	<p>20. Wildlife Movement</p> <p>EXAMPLE A The Owner shall not construct, pursue, permit or suffer the construction of fencing or other obstacles, which would exclude or in the opinion of the Land Trust, unduly restrict wildlife movement in or through the Protected Area.</p>	

Schedule "C" – Easement

2008 Original Template	2017 Proposed Template	Annotations
<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ___, 20XX.</p>	<p>Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of ___, 20XX.</p>	
<p>1. The Owner hereby grants to the Conservation Body an easement, and enters into a covenant to permit the Conservation Body to enter the Lands and to not interfere with such entry by the Conservation Body, in order to permit the Conservation Body and the employees, agents, servants, workers, contractors, officers and directors of the Conservation Body and their supplies, equipment, materials, machinery and vehicles to enter onto and have access to the Lands at reasonable times, subject to the notice requirements specified below in section 2, and for the following purposes: to conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;</p> <p>(a) to carry out any construction, demolition, maintenance, alteration, repair, improvements, installation or work or any restoration of the natural features reasonably</p>	<p>1. The Owner hereby grants to the Conservation Body an easement, and enters into a covenant to permit the Conservation Body to enter the Lands and to not interfere with such entry by the Conservation Body, in order to permit the Conservation Body and the employees, agents, servants, workers, contractors, officers and directors of the Conservation Body and their supplies, equipment, materials, machinery and vehicles to enter onto and have access to the Lands at reasonable times, subject to the notice requirements specified below in section 2, and for the following purposes: to conduct an inspection in order to determine compliance with this Agreement and to determine those measures necessary to ensure compliance with this Agreement;</p> <p>(a) to carry out any construction, demolition, maintenance, alteration, repair, improvements, installation or work or any restoration of the natural features reasonably</p>	

<p>required in the opinion of the Conservation Body, pursuant to the Management Plan or to remedy any default of the Owner as described in Article 7 of this Agreement; and</p> <p>(b) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.</p>	<p>required in the opinion of the Conservation Body, pursuant to the Management Plan or to remedy any default of the Owner as described in Article 7 of this Agreement; and</p> <p>(b) for all purposes reasonably necessary or incidental to the exercise of the rights hereby created or related to any of the foregoing purposes.</p>	
<p>2. Prior to entry or access to the lands for the purposes identified in article 5.1, the Conservation Body shall provide notice to the Owner as follows, unless in the opinion of the Conservation Body there is an emergency or other circumstance that does not make it feasible to give notice of the intent of the Conservation Organization to enter onto the Lands:</p> <p>a) for the purposes specified in section 1(a), at least twenty-four (24) hours' oral or written notice; and</p> <p>b) for the purposes specified in sections 1(b) and 1(c), at least 10 days' written notice. The notice under this section 2(b) shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed.</p>	<p>2. Prior to entry or access to the Lands for the purposes identified in article 5.1, the Conservation Body shall provide notice to the Owner as follows, unless in the opinion of the Conservation Body there is an emergency or other circumstance that does not make it feasible to give notice of the intent of the Conservation Organization to enter onto the Lands:</p> <p>c) for the purposes specified in section 1(a), at least twenty-four (24) hours' oral or written notice; and</p> <p>d) for the purposes specified in sections 1(b) and 1(c), at least 10 days' written notice. The notice under this section 2(b) shall describe the nature, scope, design, location, timetable and any other material aspect of the activity proposed.</p>	

Schedule “D” – Baseline Documentation Report

2008 Original Template	2017 Proposed Template	Annotations
Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of _____, 20XX.	Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of _____, 20XX.	<ul style="list-style-type: none"> Ontario’s Land Registry Office’s Bulletin No. 2017-xx (number pending) should be consulted before assembling this schedule. The bulletin addresses baseline documentation reports and is quite specific as to how they can be implemented and registered. The baseline report needs to be in a form that does not otherwise contravene any of the General Documentary Compliance Requirements set out by the land registry office such as restrictions against: the use of photography; the use of colour documents; documents which exceed system limits and sketches modifying or relating to legal descriptions, etc.

Schedule “E” – Management Plan

2008 Original Template	2017 Proposed Template	Annotations
Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of _____, 20XX.	Attached to and forming part of the Conservation Agreement between [Owner], of the First Part, and the [Conservation Body], of the Second Part, dated as of the ____ day of _____, 20XX.	

Schedule "F" – Spousal Consent

2008 Original Template	2017 Proposed Template	Annotations
N/A	<p>I, _____, the spouse of the Owner, hereby consent to this Agreement and the easements and covenants provided for herein.</p> <p>Signed, Sealed, and Delivered in the presence of: _____ (Witness signature) _____ (Spouse of Owner signature)</p>	<ul style="list-style-type: none"> • A Spousal Consent section has been added to the Schedules. It should only be included in agreements where the provision is applicable.

ENDNOTES

ⁱ As of September 2017, subsection 3(1) of the CLA, defines “owner” as the person registered on title in the proper land registry office as the owner of land. (“propriétaire”) 1994, c. 27, s. 128 (2); 2000, c. 26, Sched. L, s. 2 (1); 2004, c. 16, Sched. D, Table.