



CANADIAN LAND TRUST STANDARDS AND PRACTICES

Standard 9

2018



Standard 9. Ensuring Sound Transactions

A. legal Review and Technical Expertise

1. Obtain a legal review of every land and conservation agreement transaction, appropriate to its complexity, by a lawyer or notary experienced in real estate law
2. As dictated by the project, secure appropriate technical expertise, such as in financial, real estate, tax, scientific, indigenous and land and water management matters



AGREEMENT OF PURCHASE AND SALE
(FOR USE IN THE PROVINCE OF ONTARIO)
("Agreement" or "Agreement of Purchase and Sale")

BUYER, **THE BRUCE TRAIL CONSERVANCY, (the "Buyer"),** agrees to purchase from

SELLERS, **[REDACTED] (the "Seller" or "Sellers"),** the following:

REAL PROPERTY: A portion of the lands legally described as **[REDACTED]**
[REDACTED] and having an area of more or less 65.20 acres as labelled BTC/CVC Interest on the sketch attached hereto as **Schedule "A",** hereinafter sometimes referred to as the **"Property"** for a

PURCHASE PRICE: of **[REDACTED]** (CDN \$ **[REDACTED]**) and subject to usual adjustments **(the "Purchase Price")**.

DEPOSIT: Buyer submits: Upon acceptance, Five Hundred Canadian Dollars (CDN \$500.00) by bank draft or negotiable cheque payable to Sellers' solicitor, in trust, to be held in trust by the Sellers' solicitor pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion of this transaction. Buyer agrees to pay the balance of the Purchase Price, subject to usual adjustments, in cash or by certified cheque, to the Sellers, or as further directed by the Sellers in writing to the Buyer or the Buyer's solicitor, on the completion of this transaction.

SCHEDULE(S): ...A, B and C attached hereto form(s) part of this Agreement.

- CHATTELS INCLUDED:** **None**
- FIXTURES EXCLUDED:** **None**
- RENTAL ITEMS:** The following equipment is rented and **not** included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: **None**
- IRREVOCABILITY:** This Offer shall be irrevocable by the Buyer until...5:00..... p.m. on the **6th day of September, 2019 after** which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest or deduction.
- COMPLETION DATE:** This Agreement shall be completed on the **19th day of February 2020 (the "Completion Date")**. Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.
- NOTICES:** ~~Seller hereby appoints the Listing Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Only if the Cooperating Broker represents the interests of the Buyer in this transaction, the Buyer hereby appoints the Cooperating Broker as Agent for the purpose of giving and receiving notices pursuant to this Agreement. Any notice relating hereto or provided for herein shall be in writing.~~ This offer, any counter offer, notice of acceptance thereof, or any notice shall be deemed given and received, when hand delivered to the address for service provided in the Acknowledgment below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number. FAX No. (905) 273-6920 for delivery of notices to Sellers. FAX No (905) 873-4962 for delivery of notices to Buyer.
- HST:** If the sale of the Property is subject to Harmonized Sales Tax (HST), then such tax shall be in addition to the Purchase Price. If HST is payable on this transaction, the Seller will not collect HST if the Buyer provides to the Seller a warranty that the Buyer is registered under the Excise Tax Act ("ETA"), together with a copy of the Buyer's ETA registration, a warranty that the Buyer shall self-assess and remit the HST payable and file the prescribed form and shall indemnify the Seller in respect of any HST payable. If applicable, the foregoing warranties shall not merge but shall survive the completion of the transaction. If the sale of the property is not subject to HST, Seller agrees to certify on or before closing, that the transaction is not subject to HST. Any HST on chattels, if applicable, is not included in the Purchase Price.
- TITLE SEARCH:** Buyer shall be allowed until 5:00 p.m. on the **12th day of February 2020. (the "Requisition Date")** to examine the title to the Property at its own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to Completion Date, to satisfy itself that there are no outstanding work orders or deficiency notices affecting the Property, that its present use as Vacant land may be lawfully continued and that the principal building(s), if any, may be insured against risk of fire. Sellers hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders affecting the Property, and Seller agrees to execute and deliver such further authorizations in this regard as Buyer may reasonably require.
- FUTURE USE:** Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.
- TITLE:** Provided that the title to the Property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any minor easements for the supply of domestic utility or telephone services to the Property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telecommunication lines, cable television lines or other services which do not materially affect the present use of the Property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said use of the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller are unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller) and, which Buyer will not waive, this Agreement notwithstanding any intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, ~~Listing Broker and Co-operating Broker~~ shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the Property.

Initials


- CLOSING ARRANGEMENTS:** Where each of the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Ontario. Unless otherwise agreed to by the lawyers, such exchange of Requisite Deliveries shall occur by the delivery of the Requisite Deliveries of each party to the office of the lawyer for the other party or such other location agreeable to both lawyers.
- DOCUMENTS AND DISCHARGE:** Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Sellers' control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust and Loan Companies Act (Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Sellers' lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by Seller directing payment to the mortgagee of the amount required to obtain the discharge out of the balance due on completion.
 - INSPECTION:** Buyer acknowledges having had the opportunity to inspect the Property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller.
 - INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.
 - PLANNING ACT:** This Agreement shall be effective to create an interest in the Property only if Seller complies with the subdivision control provisions of the Planning Act by completion and covenant to proceed diligently at their expense to obtain any necessary consent by completion.
 - DOCUMENT PREPARATION:** The Transfer/ Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50 (22) of the Planning Ad, R.S.O. 1990.
 - RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if all Sellers deliver on completion the prescribed certificate or a statutory declaration that Sellers are not and shall not on completion of this transaction be non-residents of Canada under the non-residency provisions of the Income Tax Act.
 - ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion, itself to be apportioned to Buyer.
 - TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing of any matter provided for herein may be extended or abridged by on agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.
 - TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.
 - FAMILY LAW ACT:** Sellers warrant that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O. 1990 unless the spouse of Sellers has executed the consent hereinafter provided.
 - ~~**UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.~~
 - CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.
 - ~~**AGENCY:** It is understood that the brokers involved in the transaction represent the parties as set out in the Confirmation of Representation below.~~
 - AGREEMENT IN WRITING:** If there is conflict between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion of this template, the added provision shall supersede the standard pre-set provision to the extent of such conflict. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. This Agreement shall be read with all changes of gender or number required by the context.
 - SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.
 - COUNTERPARTS, EXECUTION & DELIVERY:** This agreement may be executed in counterparts, each of which when so executed shall be deemed to be original and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. Each of the parties acknowledges and agrees that delivery of a facsimile or other means of electronic communication, such as by portable document format (PDF), of this agreement executed by a party, without any further act by such party, shall be satisfactory and valid execution and delivery of this agreement by that party.

Initials


DATED atGuelph..... this ...3th day ofSeptember., 2019.

SIGNED, SEALED AND, DELIVERED
in the presence of:

IN WITNESS whereof I have hereunto
set my hand and seal:



(Witness)



Per:
(Buyer) Antoin Diamond,
Vice President of Land Acquisition & Management
I have authority to bind the Corporation.

The Bruce Trail Conservancy

We, the Undersigned Sellers, agree to the above Offer.

DATED at Sam Russellthe 3rd.....day of September....., 2019.

SIGNED, SEALED AND DELIVERED
in the presence of:

IN WITNESS whereof I have hereunto
set my hand and seal:

John Doe..... Sam Russell

(Witness) [Redacted]


Sept 3, 2019

Date:

(Witness) [Redacted]

Date:

CONFIRMATION OF EXECUTION: Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally executed by all parties at a.m./p.m. this day of , 2019.




(Signature of Seller or Buyer)

ACKNOWLEDGEMENT

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

Sam Russell Date: ,2019
(Sellers)

Address for Service:

Seller's Lawyer: Pallett Valo LLP
Address:

Attention: Tess Bermejo, assistant to Steven Pordage

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

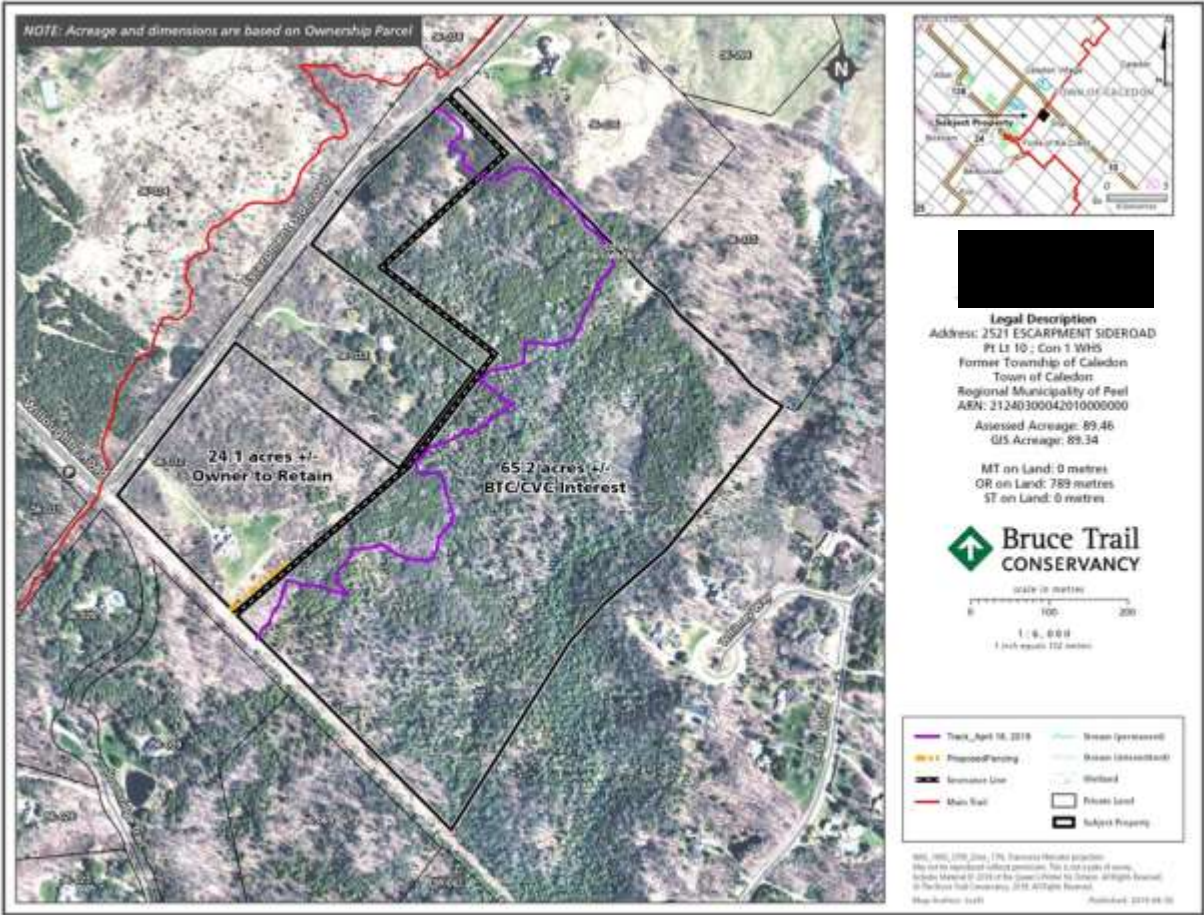
The Bruce Trail Conservancy
Per: 
(Buyer) Date: ,2019

Address for Service:

Buyer's Lawyer: SimpsonWigle LAW LLP
Address: 1 Hunter Street East
Suite 200
Hamilton, Ontario L8N 3W1

Attention: Bilal Mirza

Schedule A



SCHEDULE "B"

ADDITIONAL PROVISIONS

Forming an integral part of the Agreement of Purchase and Sale between

BUYER: THE BRUCE TRAIL CONSERVANCY

SELLERS: [REDACTED]

PROPERTY: Legally described as [REDACTED]
[REDACTED] as labelled BTC/CVC
Interest on the sketch attached hereto as Schedule "A", hereinafter sometimes referred to as the "Property"

IT IS FURTHER AGREED THAT:

1. CONDITIONS

A) This Agreement of Purchase and Sale shall be conditional upon:

- a. The Buyer conducting environmental and soil tests to determine whether or not the results of such tests and studies are satisfactory to the Buyer as determined by it in its sole discretion;
- b. The Buyer obtaining consent under the *Planning Act* to sever the Sellers' property to permit the Sellers to convey the parcel shown as BTC/CVC Interest, on the attached Schedule "A", to the Buyer. The total area of BTC/CVC Interest Land shall be not less than 65.20 acres. The costs of the application, including filing fees and appearances before the municipality, costs for survey(s) shall be at the cost of the Buyer. The Sellers shall execute all requisite documentation and authorization(s) as requested by the Buyer for the Buyer to act as the Sellers' agent on all such applications and in order for the Buyer to take all necessary steps to pursue the applications, provided that the Buyer shall pursue the consent application diligently and shall keep the Sellers apprised of the status of the application and further that any conditions imposed by the Committee of Adjustments in relation to the consent application shall be promptly disclosed to the Sellers so the Sellers and the Sellers' solicitor can satisfy and confirm in writing that the same do not permanently bind their retained lands in any way.

If the Buyer does not notify the Sellers in writing prior to the 5:00 p.m. on the 12th day of February, 2020 that it is satisfied with the fulfillment of the above two conditions in its sole and absolute discretion, or if the Buyer otherwise does not waive both conditions by written notice to the Seller by such time and date, all deposits shall be returned to the Buyer without interest or deduction, this Agreement shall be null and void and neither party shall have any further obligations hereunder. Notwithstanding the condition date provided above, the Buyer shall have the right to extend the date for the satisfaction of one or both of these conditions for a period of not more than 180 calendar days upon giving written notice to the Sellers prior to the expiry of the condition date, and in such case the dates set out in paragraphs 5 and 8 of this Agreement shall be correspondingly extended by the same time period and noted in such extension notice for purposes of clarity.

B) This Agreement of Purchase and Sale shall be conditional upon the Buyer receiving donations through a fundraising program in an amount to be determined by the Buyer in its sole discretion by the date which is 30 days prior to the Completion Date. This condition is inserted for the sole benefit of the Buyer and may be waived by it at any time prior to the expiry of the condition.

If the Buyer does not notify the Seller in writing prior to 5:00 p.m. on the date which is 30 days prior to the Completion Date that it is satisfied with the fulfillment of the above condition in its sole discretion, or if the Buyer otherwise does not waive the condition by written notice to the Seller by such time and date, all deposits shall be returned to the Buyer without interest or deduction, this Agreement shall be null and void and neither party shall have any further obligations hereunder.

Initials

REPRESENTATIONS AND WARRANTIES

A) The Sellers represent and warrant that:

- (i) they are not and will not on closing be non-residents of Canada within the meaning of the *Income Tax Act* (Canada);
- (ii) to the best of their knowledge and belief there are no municipal work orders or deficiency notices issued or outstanding against the Property;
- (iii) to the best of their knowledge and belief the Property has been used in compliance with applicable environmental laws;
- (iv) to the best of their knowledge and belief the Property has not been used for the storage of hazardous substances and there are no underground storage tanks, gas tanks or oil tanks within, on or under the Property;
- (v) to the best of their knowledge and belief there are not any existing or threatened environmental litigation, work orders or governmental action with respect to the Property;
- (vi) to the best of their knowledge and belief the Property has not been and is not being used as a Landfill or waste disposal site;
- (vii) to the best of the Sellers' knowledge and belief, there is no basis upon which the Buyer could become responsible for any clean up or corrective action of the Property under any environmental laws; and
- (viii) to the best of their knowledge and belief there are no registered restrictions, historical designations or other covenants affecting the Property or the Buyer's intended use of the same, except as is disclosed by registered title.

B) All Warranties and Undertakings contained in this Agreement of Purchase and Sale shall survive and not merge on closing.

3. COVENANTS

A) APPRAISAL

The Buyer shall provide to the Sellers, at the Buyer's sole expense, an appraisal for the Property prepared by an accredited Appraiser and such appraisal is to be provided to the Sellers within 90 days of execution of this Agreement. The Buyer shall have the right to unilaterally extend the delivery date of the appraisal for a period of 30 days, or such other longer time period as may be reasonable required to obtain the appraisal, upon giving written notice to the Sellers.

B) TAX RECEIPT

In no event shall there be any increase to the Purchase Price if the appraised value of Property exceeds the Purchase Price as set out in this Agreement. However, if the appraised value of the Property exceeds the Purchase Price, then the Buyer shall issue a tax receipt to the Sellers in the amount of the difference between the appraised value of the Property and the Purchase Price. The Buyer shall take such steps to formally recognise the Sellers' donation in accordance with the current Bruce Trail Conservancy Donor Recognition Program and Policy.

C) RIGHT OF FIRST REFUSAL

In the event that the Property is no longer used as a natural reserve by the Buyer for its trail and conservation purposes and if the Buyer wishes to list the Property for sale to the general public for non-conservation use, then in such event alone, prior to listing the Property or otherwise disposing of its interest in the Property, the Buyer shall grant the Sellers a right of first refusal to purchase back the Property at fair market value and such fair market value shall be determined by an appraisal to be obtained by the Buyer at the Sellers' sole expense. The Sellers shall have thirty (30) days from the later of (i) the date of receipt of written notice from the Buyer offering the right of first refusal; and (ii) the date that a copy of the appraisal report is provided to the Sellers to determine the fair market value at such time, to enter into a firm and binding agreement of purchase and sale with the Buyer to purchase back the Property, and such agreement to be prepared at the sole expense of the Sellers, failing which this right of first refusal shall be at an end and null and void and the Buyer shall be at liberty to immediately list the Property for sale to the general public and otherwise deal or dispose of any interest in the Property without any further obligations owed to the Sellers or without further

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B. Legal and Financial Advice

1. Do not give individualized legal, financial or tax advice when providing transaction-related information
2. Recommend in writing that each party to a land or conservation agreement transaction obtain independent legal, financial and tax advice



D) DONOR'S LEGAL COSTS

The Donee hereby agrees to pay the Donor's reasonable legal costs in connection with this transaction, up to a maximum of \$1,500.00 for fees and disbursements. The Donor agrees to provide a copy of the invoice for such fees and disbursements plus applicable HST to the Donee on or before closing.

ALD. § B.

Standard 9. Ensuring Sound Transactions

C. Environmental Due Diligence

1. For every land and conservation agreement transaction, conduct or obtain a preliminary environmental investigation to identify whether there are any conditions that pose environmental risks
2. If evidence of environmental risks is found, conduct or obtain a more thorough investigation, such as a Phase 1 assessment, and take steps to address any significant concerns



Environmental Inspection Report

Edun Property

BTC Property # 138-048

July 26, 2016

Prepared by:

Brian Popelier
Terrestrial Ecologist
The Bruce Trail Conservancy

Introduction

The Edun property is located in Georgian Bluffs on Sideroad Coles in the upper regions of Grey County. Brian Popelier and Adam Brylowski undertook an ecological site-visit in 2016. This report presents the results of the assessment, and has been modeled after a Phase 1 ESA report supplied by Johnson Donald Associates Ltd. Information contained in the report was gathered from site visits conducted by Brian Popelier and Adam Brylowski on July 26, 2016.

Site Description

| Parameter | Notes |
|-------------------------|--|
| Property | The property is legally described as Lot 35, concession 26, Township of Georgian Bluffs, County of Grey. It is bounded by Coles Sideroad on the east and north boundaries. |
| Site Operations | The site is vacant with no operations. |
| Environmental Setting | The property is roughly rectangular in shape and 58 acres in size. It is a mixture of forested areas, open meadow and young regeneration. The southern portion includes wetlands with meadow marsh and swamp thickets. |
| Neighbouring Properties | The site is bounded by the following facilities and/or features: North: Forested land East: Forested land West: Agricultural land South: Wetlands |

Historical Records Review

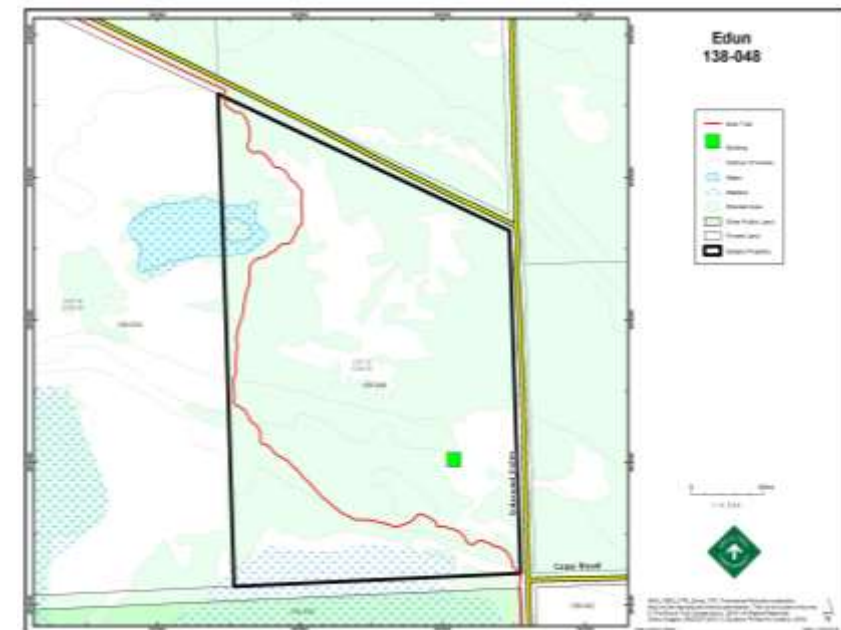
No historical records search was undertaken for the purposes of this report.

Site Inspection

| Site Conditions | Observations at Edun property 2016 Inspection |
|---------------------------|---|
| Underground Storage Tanks | There was no visual evidence suggesting the presence of such tanks on the site. |
| Aboveground Storage Tanks | There was no visual evidence suggesting the presence of such tanks on the site. |
| Chemical Use and Storage | Several household paint cans were observed in the dilapidated structures. |
| Chemical Spills/Releases | No evidence of chemical or petroleum spills or releases was observed on the site. |
| Solid Waste/Recyclables | There are two structures on the property. The largest being a house which has fallen in on itself resulting in a pile of wood, metal, household objects and other building debris. The other is a small shed made from wood and a metal roof. Other small piles of historical debris exist scattered around the |

| | |
|--|---|
| Hazardous Materials | There was no evidence of manufacture, storage or disposal of hazardous material on the site. |
| Wastewater | There are no facilities on the property that contribute to wastewater production. |
| Stormwater | Storm water drains in a southerly direction towards the marsh along the southern border. Storm water does not appear to have adversely affected the property. |
| Asbestos-Containing Materials (ACM) | It is unknown whether the building material from the house contain asbestos. Sampling would have to be done to determine the presence of asbestos. |
| Polychlorinated Biphenyls (PCBs) | There was no evidence of PCB storage on the site. |
| Chlorofluorocarbons (CFCs) | No CFC containers were observed on the site. |
| Urea-Formaldehyde Foam Insulation (UFFI) | The site is vacant and undeveloped; no UFFI is evident on the site |
| Lead-Based Paint | There are old paint cans within the structures and it is unknown whether they contain lead. |
| Air Emissions | The site is vacant and undeveloped; there are no structures that could produce air emissions. |
| Ionizing Radiation | No evidence of ionization radiation was observed on the site. |
| Regulatory Agency Concerns | Neither the owner nor the BTC are aware of any regulatory concerns relating to the property. |

Map showing location of building on site



Notes

No evidence of environmental contamination of the soil or water on the site was noted. The presence of debris associated with the structures such as old tires, household items, wood and scrap metal is not expected to have contributed to any contamination of the site, and they can easily be removed and disposed of off-site. The structures themselves have fallen in on themselves and pose no threat to the public or environment. The little shed could easily be dismantled and removed from the property. A scrap metal dealer could be invited in to remove the scrap metal from the house roof.

Conclusions

Based on the site inspection and the other correspondence relating to the site, it is not expected that there are any environmental concerns associated with the site.



Date: July 26, 2016

Brian Popelier
Terrestrial Ecologist
The Bruce Trail Conservancy



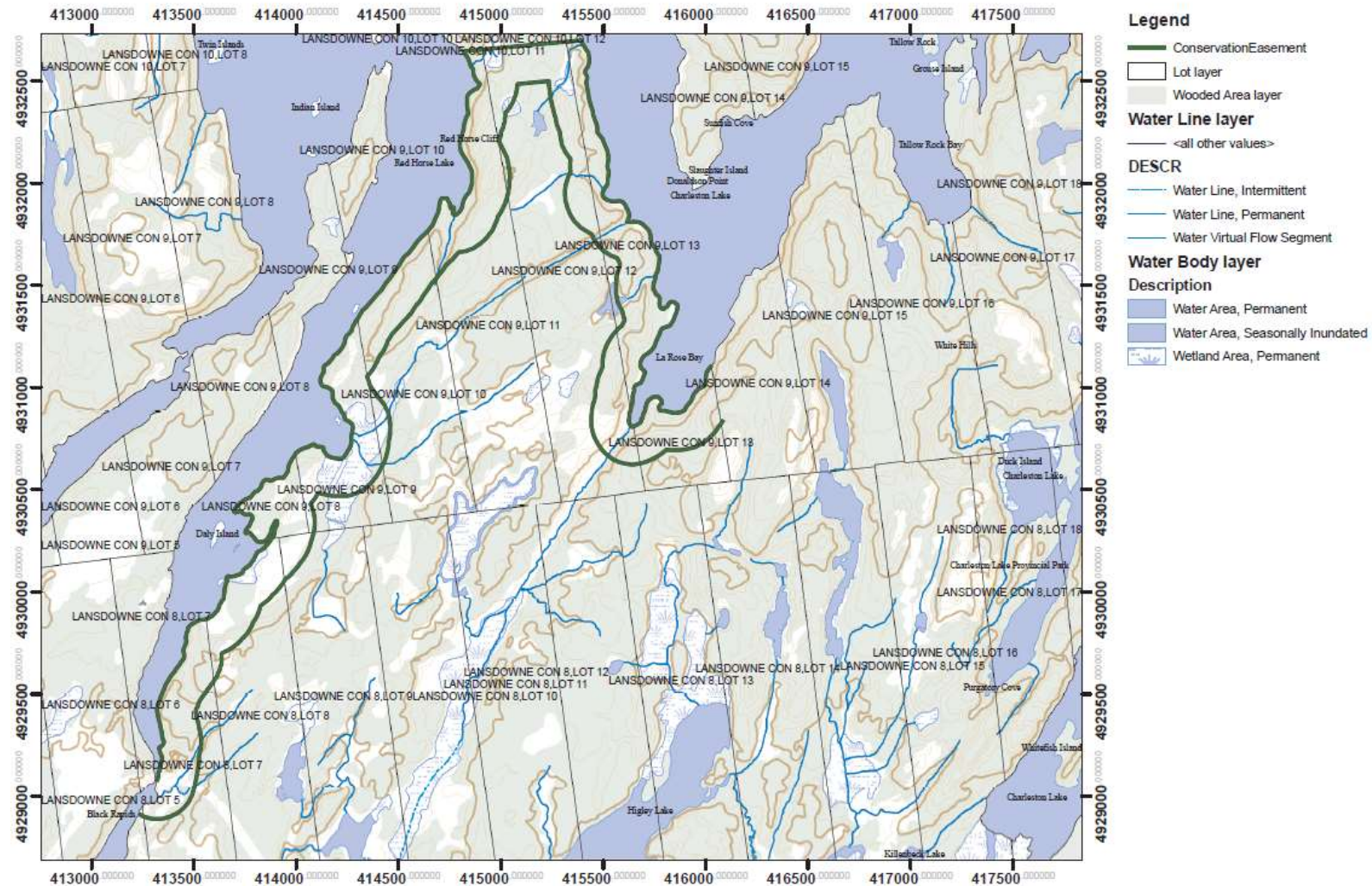


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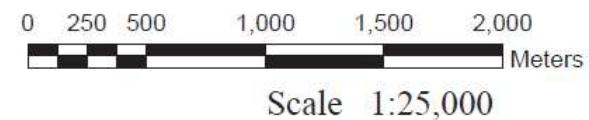
D. Determining Property Boundaries

1. Determine both the legal description and physical boundaries of each property or conservation agreement
2. If a conservation agreement contains restrictions or permitted rights that are specific to certain zones or areas within the property, include the locations of these areas in the agreement document so that they can be identified in the field





Draft Conservation Easement Boundary
600' offset



23 Fox Run Lane, Wolfe Island - Roll Number 1001 010050 17610 0000

