

Standard 9. Ensuring Sound Transactions

E. Conservation Agreement Drafting

1. For every conservation agreement
 - a) Individually tailor it to the specific property
 - b) Identify the conservation values being protected
 - c) Allow only uses and permitted rights that are consistent with the conservation purposes and that will not significantly impair the protected conservation values
 - d) Avoid restrictions and permitted rights that the land trust cannot monitor and/or enforce
 - e) Include all necessary and appropriate provisions to ensure it is legally enforceable
2. Review each conservation agreement for
 - a) Consistency with enabling legislation⁵ of conservation agreements and other provincial and federal applicable legislation
 - b) Internal consistency, omissions and absence of errors within the conservation agreement documents





Standard 9. Ensuring Sound Transactions

F. Title Investigation and Registration

1. Prior to closing and preferably early in the process, have a title company, lawyer or notary investigate title for each property or conservation agreement the land trust intends to acquire
 - a) Update the title at or just prior to closing
2. Evaluate any encumbrance and title exception and document how the land trust addressed mortgages, liens, severed mineral rights and other encumbrances prior to closing
 - a) Mortgages, liens and other encumbrances that could result in extinguishment of the conservation agreement or significantly undermine the important conservation values on the property are discharged or properly subordinated to the conservation agreement
3. Promptly register land and conservation agreement transaction documents, including baseline documentation reports or summaries when required, at the appropriate registration office

Standard 9. Ensuring Sound Transactions

Parcel Register



ServiceOntario

LAND
REGISTRY
OFFICE #3

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

33120-0217 (LT)

PAGE 1 OF 1
PREPARED FOR Skillott
ON 2014/07/15 AT 15:01:54

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLE ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT LT 27 CON 7 HBR EASTNOR PT 1, 3R4095; NORTHERN BRUCE PENINSULA

PROPERTY REMARKS: PLANNING ACT CONSENT AS IN R239610.

ESTATE/QUALIFIER:
FREE SIMPLE
LT CONVERSION QUALIFIED

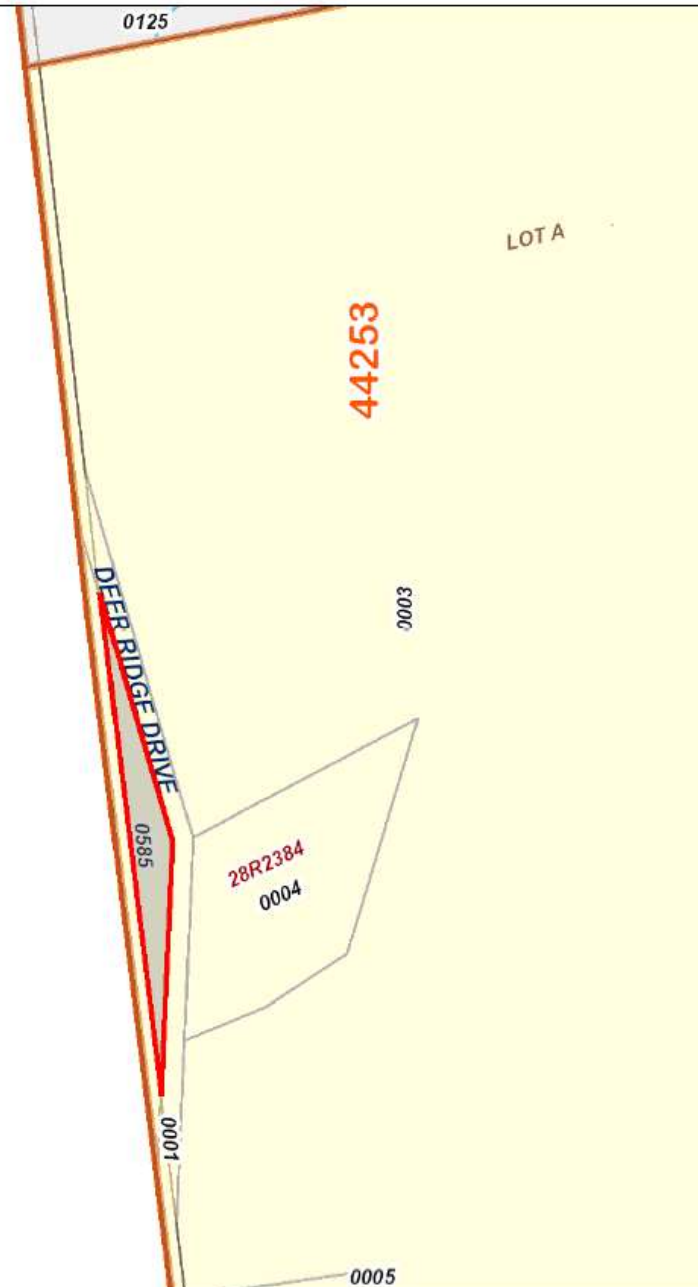
RECENTLY:
FIRST CONVERSION FROM MOOK

PIN CREATION DATE:
2007/12/17

OWNER'S NAME:

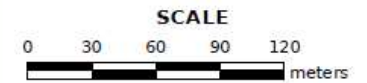
CAPACITY SHARE
JTEN
JTEN

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/ CHID
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE: 2007/12/14 **						
**SUBJECT, ON FIRST REGISTRATION UNDER THE LAND TITLE ACT, TO:						
**	SUBSECTION 44(1) OF THE LAND TITLE ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEAT OR FORFEITURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLE ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO LAND TITLE: 2007/12/17 **						
R73205	1969/11/10	ORDER				C
3R4095	1987/05/06	PLAN REFERENCE				C
R343496	1999/07/23	TRANSFER	\$144,000			
R343497	1999/07/23	CHARGE	\$108,750		ROYAL BANK OF CANADA	C
BR42390	2010/06/17	CHARGE	\$100,000		THE TORONTO-DOMINION BANK	C



ServiceOntario

PRINTED ON 07 NOV, 2018 AT 12:33:47
FOR ROSS



PROPERTY INDEX MAP
LEEDS(No. 28)

LEGEND

FREEHOLD PROPERTY	
LEASEHOLD PROPERTY	
LIMITED INTEREST PROPERTY	
CONDOMINIUM PROPERTY	
RETIRED PIN (MAP UPDATE PENDING)	
PROPERTY NUMBER	0449
BLOCK NUMBER	08050
GEOGRAPHIC FABRIC	
EASEMENT	

THIS IS NOT A PLAN OF SURVEY

NOTES

**REVIEW THE TITLE RECORDS FOR COMPLETE
PROPERTY INFORMATION AS THIS MAP MAY
NOT REFLECT RECENT REGISTRATIONS**

THIS MAP WAS COMPILED FROM PLANS AND
DOCUMENTS RECORDED IN THE LAND
REGISTRATION SYSTEM AND HAS BEEN PREPARED
FOR PROPERTY INDEXING PURPOSES ONLY

FOR DIMENSIONS OF PROPERTIES BOUNDARIES SEE
RECORDED PLANS AND DOCUMENTS

ONLY MAJOR EASEMENTS ARE SHOWN

REFERENCE PLANS UNDERLYING MORE RECENT
REFERENCE PLANS ARE NOT ILLUSTRATED



Standard 9. Ensuring Sound Transactions

G. Recordkeeping

1. Adopt a written records policy that governs how and when organization and transaction records are created, collected, retained, stored and destroyed
2. Keep originals of all documents essential to the defense of each real property transaction in a secure manner and protected from damage or loss
3. Create and keep copies of these documents in a manner such that both originals and copies are not destroyed in a single calamity



Standard 9. Ensuring Sound Transactions

H. Purchasing Land or Conservation Agreements

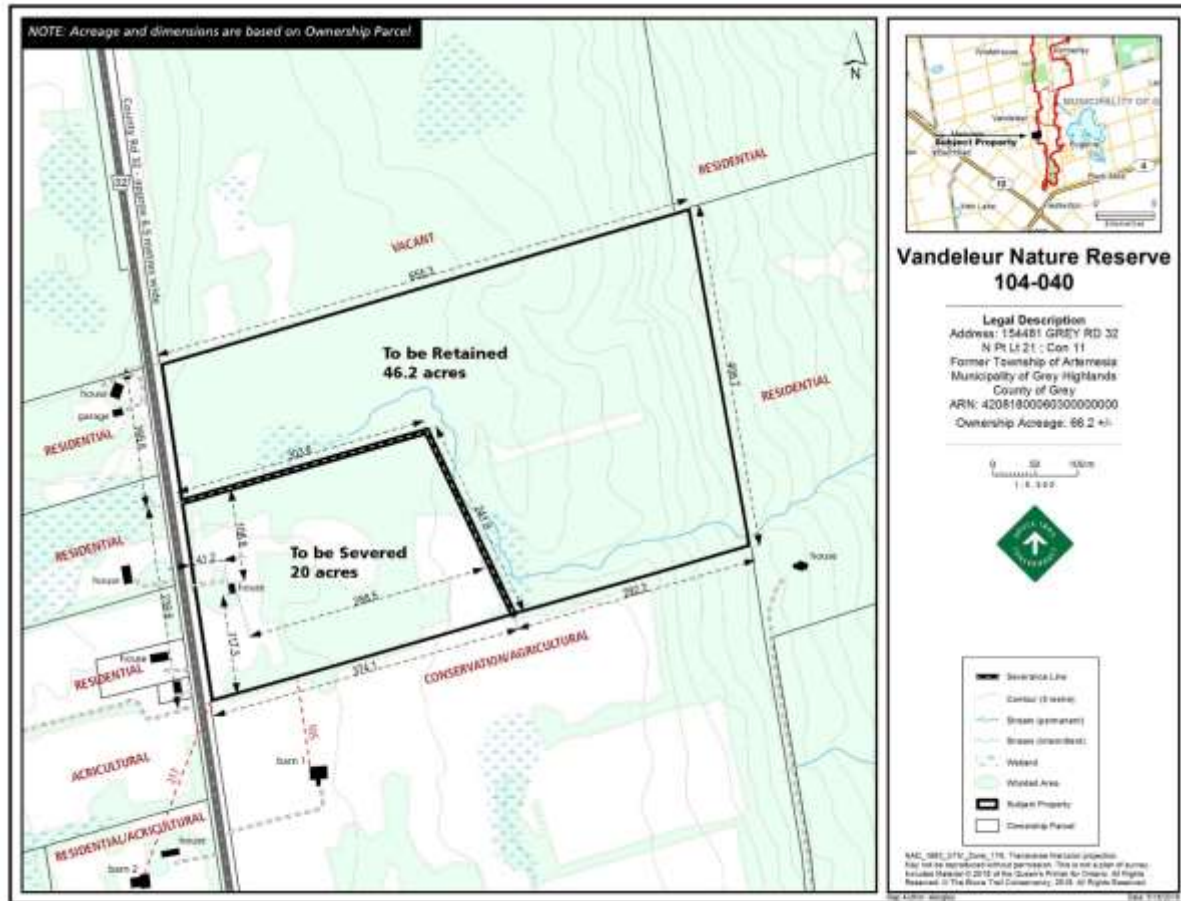
1. When buying land, conservation agreements or other real property interests, below, at or, in limited circumstances, above the appraised value, contemporaneously document:
 - a) The justification for the purchase price
 - b) That there is no private or undue benefit
2. Obtain an independent appraisal by a qualified appraiser in advance of closing to support the purchase price based on the fair market value
 - a) However, a short narrative, a letter of opinion or other documentation from a qualified real estate professional may be obtained in the limited circumstances when:
 - i. A property has a very low economic value
 - ii. A full appraisal is not feasible before a public auction
 - iii. Or the amount paid is significantly below the fair market value

Standard 9. Ensuring Sound Transactions

I. Selling or Transferring Land or Conservation Agreements

1. When selling land, conservation agreements or other real property interests,
 - a) Establish protections as appropriate to the property
 - b) If the sale is to a party other than another charitable organization or public agency, obtain an independent appraisal by a qualified appraiser or a short narrative, a letter of opinion or other documentation from a qualified real estate professional to determine the value of the asset and to support the selling price
 - c) Select buyers in a manner that avoids any actual or appearance of impropriety
2. When selling or transferring conservation land or conservation agreements to another charitable organization or public agency, consider whether the new holder can fulfill the long-term stewardship and enforcement responsibilities
3. For the sale or transfer of land or conservation agreements certified as ecological gifts, request authorization from the Minister of Environment and Climate Change Canada, or its replacement.

Listing property on the open market (MLS)



OREA Ontario Real Estate Association
Form 200
for use in the Province of Ontario

Listing Agreement
Seller Representation Agreement
Authority to Offer for Sale

This is a **Multiple Listing Service/Listing Agreement** OR **Exclusive Listing Agreement**

BETWEEN:
BRIDGE: Royal LePage Locations North (Collingwood), Brokerage
330 First Street Collingwood (the "Listing Brokerage") Tel. No. (705) 445-5520
SELLER(S): Bruce Trail Conservancy (the "Seller")
In consideration of the Listing Brokerage listing the real property for sale known as: 154481 Grey Road 32
Grey Highlands NOC 150 (the "Property")
the Seller hereby gives the Listing Brokerage the exclusive and irrevocable right to act on the Seller's agent, commencing at 12:01 a.m. on the _____ day of June, 2018, until 11:59 p.m. on the _____ day of September, 2018 (the "Listing Term").

{ Seller acknowledges that the length of the Listing Period is negotiable between the Seller and the Listing Brokerage, and if an MLS/Listing system, may be subject to minimum requirements of its real estate board; however, it conforms with the Real Estate and Business Brokers Act (2009). If the Listing Period exceeds six months, the Listing Brokerage must obtain the Seller's initials. }

(Seller's Initials)

to offer the Property for sale at a price of: Dollars (CAD) 450,000.00

Four Hundred Fifty Thousand

And upon the terms particularly set out herein, or at such other price and/or terms acceptable to the Seller, it is understood that the price and/or terms set out herein are at the Seller's personal request, after full discussion with the Listing Brokerage's representative regarding potential market value of the Property.

The Seller hereby represents and warrants that the Seller is not a party to any other listing agreement for the Property or agreement to pay commission to any other real estate brokerage for the sale of the Property.

1. DEFINITIONS AND INTERPRETATIONS: For the purposes of this Agreement ("Authority" or "Agreement"): "Seller" includes vendor, a "Buyer" includes a purchaser, or a prospective purchaser. A "real estate board" includes an association, or a person shall be deemed to include the entering into of any agreement to exchange, or the obtaining of an option to purchase which is subsequently exercised. "Commission" shall be deemed to include all other remuneration. This Agreement shall be read with all changes of gender or number required by the context. For purposes of the Agreement, anyone involved in or claims the Property shall be deemed to include any agents, heirs, executors, administrators, trustees, assigns, related companies and affiliated companies or officers of the related or affiliated companies shall include any corporation where one half or a majority of the shareholders, directors or officers of the related or affiliated companies are the same person(s) as the shareholders, directors, or officers of the corporation introduced to or showing the Property.

2. COMMISSION: In consideration of the Listing Brokerage listing the Property, the Seller agrees to pay the Listing Brokerage a commission of 3.5-5.00% of the sale price of the Property at _____ out of the commission the Seller pays the Listing Brokerage, for any valid offer to purchase the Property from any source whatsoever obtained during the Listing Period and on the terms and conditions set out in this Agreement OR such other terms and conditions as the Seller may accept. The Seller authorizes the Listing Brokerage to co-operate with any other registered real estate brokerage (cooperating brokerage) and to offer to pay the cooperating brokerage a commission of 2.5 % of the sale price of the Property or _____ out of the commission the Seller pays the Listing Brokerage. The Seller further agrees to pay such commission to co-soldiers above if an agreement to purchase is signed to or accepted by the Seller or anyone on the Seller's behalf within 60 _____ days after the expiration of the Listing Period (Holdover Period), so long as such agreement is with anyone who was introduced to the Property from any source whatsoever during the Listing Period or shows the Property during the Listing Period. If, however, the offer for the purchase of the Property is pursuant to a new agreement involving the same transaction to another registered real estate brokerage, the Seller's liability for commission shall be reduced by the amount paid by the Seller under the new agreement.

The Seller further agrees to pay such commission as authorized above if the transaction contemplated by an agreement to purchase agreed to or accepted by the Seller or anyone on the Seller's behalf is not completed, if such non-completion is owing to withdrawal to the Seller's dislike or regret, and commission is to be paid on the date set for completion of the purchase of the Property.

Any deposit in respect of any agreement where the transaction has been completed shall be first applied to reduce the commission payable. Should such amount be paid to the Listing Brokerage from the deposit or by the Seller's solicitor not be sufficient, the Seller shall be liable to pay to the Listing Brokerage on demand, any deficiency in commission and fees owing on such commission.

All amounts set out as commission are to be paid plus applicable taxes on such commission.

INITIALS OF LISTING BROKERAGE: _____ INITIALS OF SELLER(S): _____

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1078788-0000

- Extra slides

Over the Transom

S&P (Surprises & Practicalities)

In the spirit of S&P 9

OLTA

October 7, 2019



*Thousand Islands Watershed
Land Trust*

Thousand Islands Watershed Land Trust: where are we talking about?



TIWLT works in the watershed – the lakes, rivers and streams, that flow into the Thousand Islands



Those “other” agreements...

The MFTIP -
& the
billboard



The floodplain &
the severance



AGREEMENT	
Between	STUART BLABER, hereinafter "Blaber"
and	LYNN MORRISON, hereinafter "Morrison"
Re:	That part of Parcel 5, Plan 190, Geographic Lansdowne, Municipality of the Township of Leeds and the Thousand Islands designated as Part 1 on Plan 28R-7566 save and except those parts of the said parcel designated as Part 1 and 2 on Plan 28R-10329 and save and except that part of the said Parcel designated as Part 1 on Plan 28R-8756 (the "Lands")
In consideration of the sum of \$2.00 now paid by Blaber to Morrison, the mutual covenants	

The access agreement



Land Use, Today vs. Tomorrow

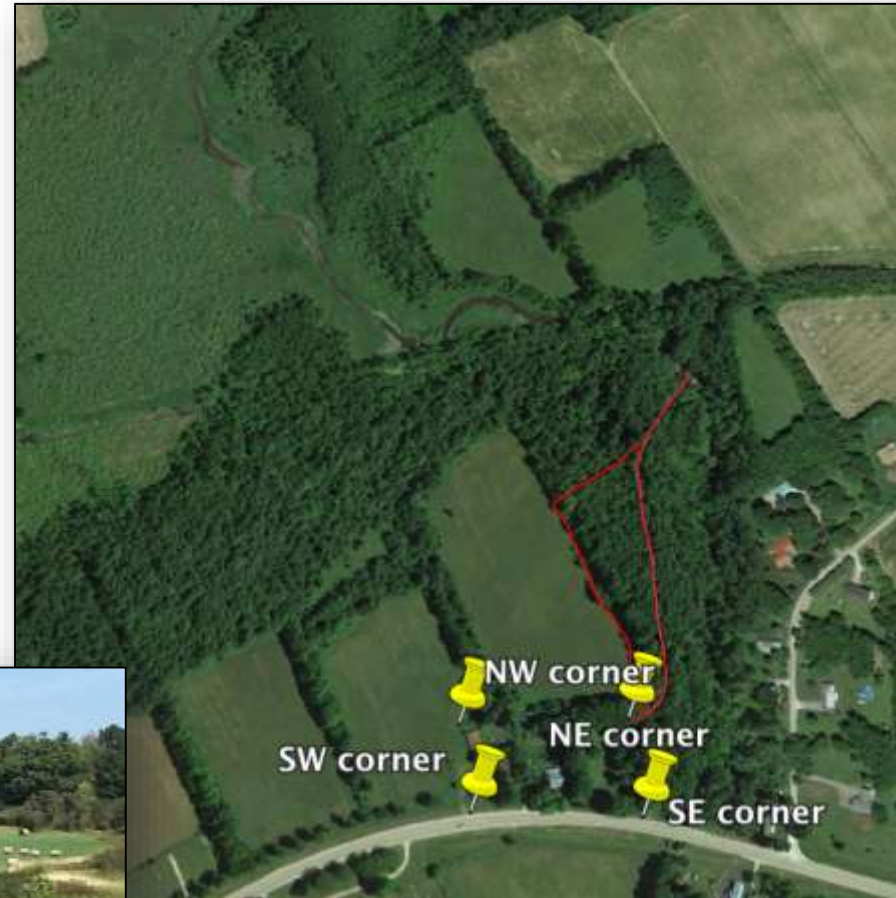
The best land agricultural land use?

Reforestation?

Capacity for programming?



The MFTIP & hay... to be, or not to be?



What does the donor want, or need

Life interest, Ecogift & non-Ecogift, instructions to the appraisal, the lease terms, understanding tax implications, and long-term relationships




Facts and alternative facts

SUMMARY OF SALIENT FACTS & IMPORTANT CONCLUSIONS:

Address of Property	870 County Road 42 E Athens, Ontario
Legal Description	Part Lots 2, 3 and 4, Concession 8, in the former Township of Yonge, now Township of Leeds and Thousand Islands, County of Leeds (as in LR109504)

Intended Users	Thousand Islands Watershed L Trust and Environment and CI Cont'd and Jane Mari
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DIRECT COMPARISON APPROACH

Direct Comparable	2
	 
MLS #	00196190541201
PDS#	44308-0185
Date of Sale	June 8, 2018
Address	840 County Road 42 East, Athens, Ontario
Legal Description	Part Lot 4-5, Concession 8, Yonge Ag in LR314881, SRO LR314880, LR314817, Lying North of Highway 42, Except Part 1 on 2BR-4001, S/T interest in LR314817, LR314833 and LR314880; S/T VO12491, VO12489, Township of Athens
Lot Dimensions	1,790 Ft. x Irregular
Lot Area	108.26 Acre±
Zoning	Agriculture
Official Plan	Agriculture
Vendor	JOHN ANTHONY NYLAND & PENNY LEE NYLAND
Purchaser	SHIRLEY ANN EMELY BENNETT
Sale Price	\$390,000
Sale Price/ Acre	\$3,602
Comments	This very recent sale is located adjacent to the west boundary of the subject. Site consists of 108.26 acre±, approximately 50% is cleared and the remainder is forest covered and wetlands. There is approximately 1,790 ft. of frontage along County Road 42 E. Approximately 80 acres are tile drained. Outbuildings include a barn, 2 silos, milk house, machine shed and an older (1900s) farm house that had received upgrades including, steel roof and windows. There is an attached 5-car garage.

1.

DESCRIPTION AND ANALYSIS OF SITE

Cont'd.

Elbe Creek runs through the top half of the subject flowing southwards from Addison Road in the north. It general flows in a southwest direction onto the subject site. It then flows in an easterly direction along the former railroad right-of-way. During the springtime, there is heavy water flow and later in the summer becoming virtually dry. There is bed rock exposed along a lower portion of the creek.

The site drops in elevation from north to south.

The subject's owner, at some time reportedly restricted the waterway by way of a dam, presumably to reduce the water flow onto the fields located in the southern portion of the site. It was reported to us that the restricted water backs up onto the northern portion of the subject property in the spring, and also onto adjoining properties.

There is a former CN right-of-way that passes through a portion of the

OFFICIAL PLAN OFFICIAL PLAN

Cont'd



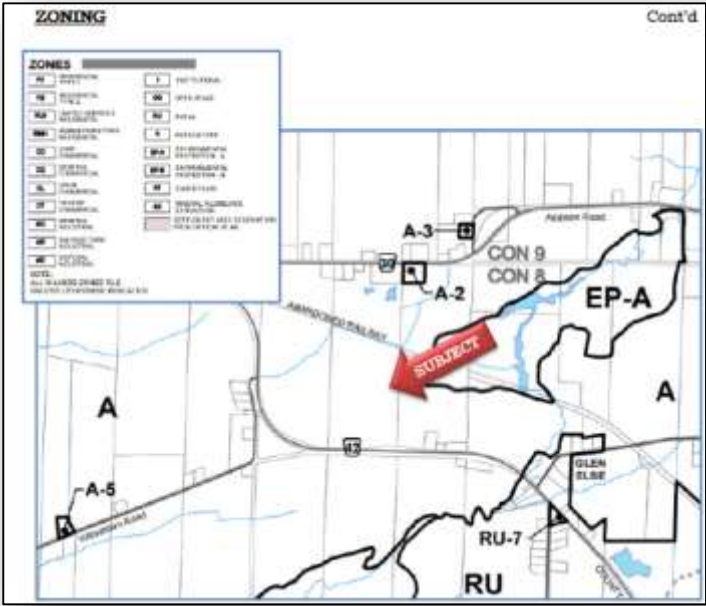
OFFICIAL PLAN MAP



The paperwork, first and final

The image shows a screenshot of a ServiceOntario form titled "ZONING". The form is a detailed document with multiple sections, including a header with the ServiceOntario logo, a table with columns for "ZONING", "DATE", "ZONING TYPE", "ZONING", "ZONING", and "ZONING". The table contains several rows of data, including "ZONING", "DATE", "ZONING TYPE", "ZONING", "ZONING", and "ZONING". The form also includes a section for "ZONING" and a section for "ZONING".

Titles, PINs & timing



Does the zoning fit objectives?



Has the dust settled?



Talk, listen, learn, respond to Laura

