

Melisa Miles

From: Libby
Sent: September-05-22 4:27 PM
To: Rose Stanton; Ken Williams; 'Marcie McLean'; Karel Roessing; Leslie. Com; Ann Baird; Gord Baird
Cc: Lorraine Hilton; Melisa Miles; Laura Beckett;
Subject: Re. Item 7.1 on September 6th Council Agenda
Attachments: Kindwood - letter to Council re Sept 6 Council meeting Final.pdf; Kindwood - Management Commitment, 2014.pdf; Kindwood - MOUs with HAT redacted [2].pdf

Dear Mayor and Council:

We are writing regarding our rezoning application, item 7.1 of tomorrow's agenda (attached). While short notice, we feel it better to provide our thinking to you in writing ahead of time, rather than trying to explain it verbally. We would of course be pleased to answer any questions at that time. We have also attached the management commitment and MOU's referred to in our letter:

Sincerely,

Libby & Diana

RECEIVED

SEP - 6 2022

District of Highlands

Mayor and Council
Via email / by hand

5 September, 2022

Re. Item 7.1 on September 6th Council Meeting Agenda

The following is information we would like to bring to Council's attention to provide context to the discussion of our proposed re-zoning. We include background information on the process to date that had no relevance until now, new information that has come to light since our application was last before Council and the implications of these in relation to staff's recommendation.

Background:

- Ecoforestry/ecosystem protection has been practiced on this land while classified as Managed Forest since 1987 as evidenced by our forest management activities, our ecoforestry based Management Commitment (See attached Management Commitment) and by the regular and successful inspections conducted by the Managed Forest Council (MFC), most recently in June, 2022.
- Placing a covenant on the land does not represent a change in goals or management of the forested portion of the land. The purpose of the Covenant and accompanying Management Plan is to articulate this approach and ensure that it continues in perpetuity.
- Extensive work was done with HAT on development of a covenant and management plan between 2015 and 2019 including a Baseline Inventory and a preliminary Forest Management Plan. Our family and HAT have committed significant resources to get this point. Work on the project has been time consuming and complex due to the steep learning curve required to specify and formalize conservation values and forest management practices within a single management plan.
- In early 2020 HAT indicated that they had no more funding available to continue work on the covenant or management plan. Given the uncertainties of timing and outcome of rezoning and subdivision, they would be unable to seek additional funding at that point. Therefore, work would only recommence once the rezoning had been completed. (See March 2021 MOU para 1(a) (i))
- We therefore began work on rezoning and submitted our application in November 2021.

New Information

Since our application last came before Council, new information has come to light which speaks to the issue of assurance of long-term protection.

- We have been in discussion with Heather Pritchard, a Registered Professional Forester, who has been informed directly by the MFC and their Executive Director that it is beyond the mandate of the MFC to dictate how Private Managed Forest Land (PMFL) is to be managed as long as there is some commitment to harvesting, and that the legislation does not allow the Council to provide opinion on forest management approaches on PMFL. We understand from her that there is nothing to preclude the placement of a covenant on PMFL.
- We are now aware of a covenant, placed in 2016, between the Landowners of Managed Forest #160 on Galiano Island and The Galiano Island Local Trust Committee, The Galiano Conservancy Association and The Land Conservancy of British Columbia, providing evidence that covenanting of PMFL can be done.

Issues

MFC concerns

In the Planner's Report, MFC Comments state:

No objection subject to...

Any parcel or portion of any parcel within Managed Forest 221 that becomes subject to a covenant or zoning that would not allow the owner to produce and harvest timber in accordance with the Private Managed Forest Land Act or regulations should be removed from Class (07)-Managed Forest prior to this proposal being accepted by the District of Highlands.

It is our understanding that this will be dealt with after subdivision at transfer of ownership through existing MFC policies as per Administrative Policy APO-04.

Staff Recommendation

We recognize and appreciate that as the District cannot make the rezoning conditional on a covenant being placed on the land, the Planner's recommendation seeks to create some assurance of long-term protection of the forested lands. However, we see two complications with this approach.

1. An amended Management Commitment would be required for the following reasons, both of which only take place after subdivision:
 - a. to indicate the removal of the portions of the land where forest management activities will no longer take place and
 - b. to provide notice that a covenant has been placed on the land. (See Management Commitment pg. 3 Identify any known restrictions...)
2. Given HAT's inability to continue work on the covenant and management plan prior to completion of rezoning and subdivision, the recommendation to pause work on the application places us in an impasse as to how to proceed.

We also wonder whether requiring an amended Management Commitment based on the proposed covenant prior to further consideration of our application is in effect in contradiction of Private Managed Forest Land Act 21 (1) (a)

Restriction on local government authority regarding uses of private managed forest land

21 (1) A local government must not do any of the following in respect of land that is private managed forest land if doing so would have the effect of restricting, directly or indirectly, a forest management activity:

- a) adopt a bylaw under any enactment;

Summary

Many years of ecoforestry management of the land and the significant time and money committed to our work with HAT on a protective covenant and forest management plan demonstrate our commitment to forest preservation. Funding constraints required a halt to this work until completion of the rezoning and subdivision. While we acknowledge that the Planner's recommendation tries to bring greater certainty to the completion of the covenant, a pause on the rezoning/subdivision process bring us to a catch 22 position. We feel that the information provided on covenants on PMFL as well as the resources already committed to the development of a covenant and management plan provide reasonable certainty of fulfillment of the preservation goals shared by ourselves and the District.

Proposal

We request that Council consider giving staff direction to prepare a bylaw approving our application, based on the:

- Placement of a no build covenant on proposed Lots #8-12,
- Inclusion of the Mitchell Cottage on the Highlands Community Register,
- Dedication to the District of expanded rights of way of Millstream Lake and Munn Rd through Sections 19 and 20,

and on the understanding that the family has demonstrated its' commitment to the placement of an ecoforestry/forest preservation covenant (see MOU's with HAT) and provided reasonable certainty that a covenant can be placed on the land.

Sincerely,

Diana McMinn & Libby McMinn

cc:

- District CAO
- District Corporate Officer
- District Planner

Attachs:

- Existing Management Commitment, dated Nov 09, 2014
- Memoranda of Understanding with HAT
 - S. 20 dated March 30th, 2021
 - S. 19 (Amended Agreement), dated January 15th, 2019
 - S. 19, dated July 15, 2015

Original



MANAGEMENT COMMITMENT

Note: The information on this form is collected to process your application for managed forest land classification. Confidentiality of information contained within this form and information gathered by the Private Managed Forest Land Council is governed by the *Freedom of Information and Protection of Privacy Act*.

Name: see attached list			Agent: R.G. McMinn		
Contact Person: R.G. McMINN			Contact Person: R.G. McMinn		
Telephone:		Facsimile #:		Facsimile #:	
E-mail:			E-mail:		
Address: 499 Millstream Lake Road			Address: 499 Millstream Lake Road		
City: Victoria	Province: B.C.	Postal Code: V9B 6H5	City: Victoria	Province: B.C.	Postal Code: V9B 6H5
Local government (nearest municipality or regional district):			District of Highlands		
Legal Description			Assessment Roll Number	Parcel Identifier PID	Area (hectares)
Sec. 19 (except Plan 12033) Highland Land District			29221.100	008-695-075	59
Sec. 20 Highland Land District			29221.200	008-695-091	32
Sec. 76 Highland Land District			29221.300	008-695-105	49
					140
Is there a residence / dwelling on the parcel(s) listed above?			Yes	yes	No
State long-term management objectives for the property. Must include objective regarding the growing and harvesting of trees. Also include objectives for reforestation, fire protection, soil conservation, water quality, fish habitat, wildlife habitat, where appropriate.					
Management objective will be achieved by ecoforestry, generally using Orville Camp's system (The Forest Farmers Handbook- A Guide to Natural Selection Forest Management) wherein dead or dying trees are harvested or thinned from below and crop trees are harvested by single tree selection. Regeneration is by natural regeneration. Management objectives include soil conservation, and preservation of water quality and fish and wildlife habitats.					

MANAGEMENT COMMITMENT

Name from Page 1: see attached list

Specify the forest management strategies that will be employed with respect to the long-term forest management objectives stated in Part 3. May include, but is not limited to, the following:

- | | | |
|-----------------------------------|---------------------------|--------------------------------------|
| a) harvesting | d) forest fire prevention | g) spacing and pruning |
| b) water quality and fish habitat | e) reforestation | h) fertilization |
| c) soil conservation | f) brushing | i) forest health and pest management |

Forest Management Strategies:

- a. Single tree selection of dead or dying trees.
- b. Retain streamside trees to avoid soil erosion and siltation of waterways.
- c. Single tree harvesting to minimize soil disturbance.
- d. Providing forest access roads and trails and avoiding operating at hazardous times.
- e. Natural regeneration with spot screening as necessary.
- f. Brushing to release natural regeneration as necessary.
- g. Thinning from below to provide optimum spacing for crop trees; pruning is being done to a limited degree.
- h. Nil
- i. Root rot foci are isolated by harvesting perimeter trees as feasible.

MANAGEMENT COMMITMENT

Name from Page 1: _____

Enter the total area of the land classified as good, medium and poor, as well as inoperable and nonproductive. See MC Instructions.

Site Class	Good	Medium	Poor	Inoperable*	Nonproductive**	TOTAL
Area (hectares)	-	64.3	48	18.7	9	140

* Inoperable means land which is productive for commercial tree species but its physical nature prevents harvesting by current methods

** Nonproductive means land that is physically incapable of growing commercial tree species

Attach a map indicating the location of existing roads within the property. This information may be on the same map as for Part 7.

Attach a map indicating forest cover. Must identify any Land to Reforest areas (LTR) greater than one (1) hectare. Enter total LTR area in table. See MC Instructions for detail.

Land to Reforest total area (hectares)

Specify the species of commercial trees that will be used for reforestation at any time in the future.

Identify the category that applies as an average for the entire area identified in Part 2.

	less than 32 km		between 32 km and 64 km	X	greater than 64 km
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Identify the slope category that applies as an average for the entire area identified in Part 2.

X	less than 40%		between 40% and 60%		greater than 60%
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Identify any known restrictions on forest activities such as the growing and harvesting of trees. This might include covenants or local bylaws.

I hereby commit to:

- a) use the specified lands for the production and harvesting of timber;
- b) harvest trees in accordance with the Act and regulations;
- c) reforest the areas as required under the Act and regulations;
- d) pay the annual administration fee and any levy; and
- e) pay the exit fee, if applicable.

I hereby recognize the authority of the Council under the *Private Managed Forest Land Act* and persons authorized under the Act by the Minister responsible for the administration of the *Wildlife Act* to enter onto my lands to determine compliance with the Act and Regulations.

Signature of Owner or Authorized Agent

R.G. McMINN

Printed Name

09/11/2014

Date (dd/mm/yyyy)

Memoranda of Understanding

Between:

The Landowners

AND

Habitat Acquisition Trust

(Financial Details Redacted)

Regarding:

- Section 20 dated March 30th 2021, Pages 2-6
- (Amendment Agreement) Section 19 dated January 15th 2019, Pages 7-11
- Section 19, dated July 15th, 2015, Pages 12-14



HAT

Creating **Conservation** Legacies

MEMORANDUM OF UNDERSTANDING Landowner Financial Contributions

For reference, this agreement is dated March 30, 2021
and is:

BETWEEN

Robert G. McMinn
499 Millstream Lake Road
Victoria, BC V9B 6H5

John S. Richardson and
Elizabeth N. McMinn
499 Millstream Lake Road,
Victoria, BC, V9B

(The "Landowners")

AND

Habitat Acquisition Trust
202-661 Burnside Rd E.
Mailing address: P.O. Box 8552
Victoria, B.C. V8W 1E5

("HAT")

This Agreement is dated for reference the March 30, 2021.

Whereas:

- A. The Landowners are the lawful and beneficial owners (fee-simple) of the Land described as PID 008-695-091 with a legal description of Section 20, Highlands Land District, Private Managed Forest No. 221. (The "Land")
- B. The Landowners wish to register a Conservation Covenant on the portion of the Land west of Millstream Lake Road.

- C. The Land title is free and clear of all financial encumbrances at the time of this agreement.
- D. HAT is a society registered in British Columbia (Registration #S36193) with its constitutional purpose being to promote the conservation of the natural environment in the Capital Regional District.
- E. The land contains significant ecological amenities, including flora, fauna, and natural features of great importance to the Landowners, HAT and the people of British Columbia.
- F. The Landowners desire to protect the ecological values of the Land while reserving the right to maintain the sustainable forestry activities required to maintain the Private Managed Forest Land status of the Land.
- G. The Landowners have asked HAT to facilitate and receive a section 219 conservation covenant that allows sustainable forestry, over the portion of the Land west of Millstream Lake Road.
- H. This Memorandum of Understanding sets out the details of the agreement between the Landowners and HAT regarding a section 219 conservation covenant, section 218 right of way and a rent charge over the Land, (the "Covenant").

The Parties to this agreement agree as follows:

1. Landowner Contributions Towards Covenant Expenses

- a. The Landowners will contribute financially towards covenant expenses once the project is initiated. Work on the covenant can be initiated once:
 - i. Rezoning of Section 19 and 20, if applicable, is complete.
 - ii. The family has provided HAT with a legal survey of the area to be covenanted which is able to be registered with Land Titles.
 - iii. The boundary between Section 19 and 20 on the west side of Millstream Lake Rd. has been finalized.
 - 1. A survey may be part of covenant completion work.
 - iv. Any activities related to the above items that could impact a covenant on Section 20 have been resolved.
 - v. HAT has confirmed available resources eg. staff.
- b. The Landowners have agreed to contribute financially to the listed covenant expenses once the project is initiated in the following amounts:
 - i. Preparation of a Baseline Documentation Report [REDACTED]
 - ii. Contribution to HAT's Endowment fund for the long-term monitoring and administration of the covenant [REDACTED]
 - iii. Appraisal of the market value of [REDACTED] nt for tax receipt purposes, costs to be determined; and
 - iv. Land surveys cost to be determined.

2. HAT contributions Towards Covenant Expenses

- a. HAT will contribute staff time to the drafting, and registration of the final covenant, and any associated activities.
- b. HAT is responsible for the costs associated with the registration of the covenant and associated documents at Land Titles.

3. Legal Costs

- a. The Landowners are responsible for their own costs related to any legal or financial review or advice they seek pertaining to work described under this agreement.
- b. HAT is responsible for its own costs related to any legal or financial review or advice they seek pertaining to work described under this agreement.

4. Timing of Contributions towards Covenant Expenses:

- a. Funds for the Baseline Documentation Report \$[REDACTED] were received from Scott Richardson on Feb 26, 2021. A charitable donation tax receipt was issued in the amount of the donation. These funds were received prior to the project initiation on the understanding that should a covenant not be realized on Section 20 within 5 years of the signing of this agreement these funds will be used towards other HAT land protection activities.
- b. \$[REDACTED] for the Endowment Fund were received from Scott Richardson in December of 2020. A charitable donation tax receipt was issued in the amount of the donation. These funds were received prior to the project initiation on the understanding that should a covenant not be realized on Section 20 within 5 years of the signing of this agreement these funds will be used towards other HAT land protection activities.
- c. Funds for the appraisal of the market value will be paid upon completion and receipt of the final appraisal document.
- d. Funds for any land surveys will be paid upon completion of the survey work.

5. Endowment Contribution

Upon registration of a covenant on Section 20, the \$[REDACTED] the Landowners contributed in December 2020 will be added to HAT's Endowment fund. The endowment fund will be held by the Victoria Foundation.

6. Independent Legal and Financial Advice

The Landowners agree to seek legal and financial advice prior to the registration of the covenant and submit to HAT a signed Certificate of Independent Legal Advice form prior to the date of registration.

Signed by the Parties

The Landowners

.....
Robert McMinn

.....
dd/mm/yyyy

.....
Elizabeth N. McMinn

.....

.....
John S. Richardson

.....

Habitat Acquisition Trust

74

Katie Blake

30 March 2021

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Katie Blake
Executive Director

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The Landowners

Robert McMinn
.....
Robert McMinn

29/03/2024
.....
dd/mm/yyyy

Elizabeth N. McMinn
.....
Elizabeth N. McMinn

29/03/2024
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John S. Richardson
.....
John S. Richardson

2021 - III - 30
.....

Habitat Acquisition Trust

.....
Katie Blake
Executive Director

.....



HAT

Creating Conservation Legacies



Amendment Agreement regarding the MEMORANDUM OF UNDERSTANDING dated 15 July 2015

For reference, this agreement is dated January 15, 2019

BETWEEN:

Robert G. McMinn
Elizabeth N. McMinn
Diana J. McMinn
John S. Richardson
Jean R. Belanger

(The "Landowners")

AND:

Habitat Acquisition Trust

("HAT")

(Collectively, the "Parties")

Whereas:

- A. The Parties entered into a Memorandum of Agreement dated July 15, 2015, attached hereto as Schedule A (the "Original MOU");
- B. Since the signing of the Original MOU, certain circumstances have changed, but the Parties remain committed to the general intent of the Original MOU, regarding the potential registration of a conservation covenant on PID 008-695-075, Section 19, Except Part in Plan 12033, Highlands District ("Section 19"), (the "Covenant");
- C. The Parties wish to amend the Original MOU as described in the terms below;

The Parties agree as follows:

- 1. Paragraph 6 shall be deleted and replaced with: Robert G. McMinn has provided an endowment contribution of \$[REDACTED] as of September 2018. HAT will endow this funding in order to provide resources for the monitoring of the Covenant to be registered on Section 19. If a covenant is not registered on Section 19, HAT will endow this funding for the purpose of monitoring its other conservation covenants.

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2. Paragraph 9 shall be deleted and replaced with: the Landowners acknowledge that HAT has discussed the Federal Ecological Gifts Program ("Ecogifts Program"), and various benefits thereof, with them. The Landowners understand they have up to 3 years from the date of registration of the Covenant to apply to the Ecogifts Program, in their discretion.

3. The following paragraphs shall be added to the Original MOU:

12. Covenant Holders

- a. The Landowners acknowledge that if a covenant is registered with HAT on Section 19, HAT will be the sole covenant holder.

13. Primary Contact for Landowners

- a. The primary contact for the negotiation of the Covenant for Section 19 remains Robert G McMinn. HAT will ensure all other Landowners are included in communications regarding the Covenant on Section 19. The Landowners agree that if Robert G McMinn is no longer able to act as the primary contact, Robert G. McMinn has named Diana J. McMinn as the primary contact.

14. Rezoning and Density Transfer

- a. The Parties acknowledge that the Landowners are committed to Rezoning Section 19 and Section 20 which will allow for a Density Transfer on these properties. The rezoning would allow for additional dwellings to be located within the residential areas of Section 19 and 20 (the "Density Transfer").
- b. The Parties acknowledge that the Landowners are committed to resolving their Rezoning and Density Transfer for Section 19 and 20 prior to registering the Covenant.
- c. The Landowners will diligently and in a timely manner, pursue the Rezoning by working with the District of Highlands, and will keep HAT informed on a regular basis of their progress.
- d. The Parties agree to continue to work toward the registration of the Covenant, while taking into consideration the progress toward the Rezoning resolution, and the Parties agree to meet to assess progress on both the Covenant and Rezoning at least once every 4 months.
- e. The Parties acknowledge that the Landowners may wish to pursue further rezoning on Sections 19, 20 and 76 that would lead to additional housing in the residential area of Section 19, and the Parties agree that the covenant will not preclude this possibility.

15. Section 20

- a. The Parties acknowledge that the covenanting of the area west of Millstream Lake Rd on Section 20 has been discussed. The Parties acknowledge the potential

desire to have this land held in a conservation covenant upon completion of the Covenant.

16. Forest Management Plan

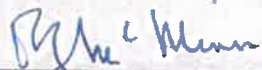
- a. The Parties agree that a forest management plan developed by a Registered Professional Forester (RPF) is required in order to complete the Covenant.
- b. The Parties agree that the covenant holder Habitat Acquisition Trust will pay for the development of the above forestry management plan. However if the Landowners decide not to register the Covenant, due to the outcome of the Rezoning of Section 19 and 20, or for any other reason, then the Landowners agree to reimburse HAT for all costs incurred through the contract with the RPF for the development of the forest management plan up to a maximum of \$ [REDACTED]
- c. The Parties agree the protected area of Section 19 will need to be monitored by a RPF in relation to any proposed forest management activities. The Parties agree that the details of who will pay for such monitoring and under what circumstances will be determined through the covenant drafting and negotiation process, by mutual agreement of the Parties.

17. Covenant Document Revisions:

- d. The Parties agree with the boundaries of the protected area for Section 19 as defined in the Baseline draft dated Oct 25, 2017 and unless all parties are in agreement further revisions to the protected area boundary will not be considered.
- e. The Parties agree that there will be one restriction in the Covenant that applies to the entirety of Section 19, allowing the Covenant to be registered on title without a survey. The Parties will discuss and mutually agree to this restriction.
- f. HAT agrees to incorporate wording that reflects the Landowners' desire for an "exit plan" allowing them to transfer the protected area to an entity like CRD parks while maintaining the rights of ownership in the residential area.
- g. HAT agrees to working with the Landowners to examine the Rent Charge and to further discuss whether and how the Covenant may be enforced through alternative means.
- h. HAT agrees to work with the Landowners to provide clarification on the funding mechanisms for various activities related to the Covenant (e.g. extraordinary requests by the Landowners, and RPF costs).

Signed on the 15th day of January 2019.

The Landowners



Robert G. McMinn

15 January 2019

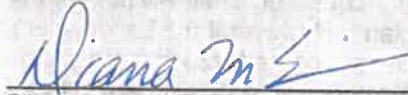
Date



Elizabeth N. McMinn

January 15, 2019


Date



Diana J. McMinn

January 15, 2019

Date



John S. Richardson

2019-I-15

Date




Jean R. Belanger

Jan 15, 2019

Date

Habitat Acquisition Trust



Katie Blake
Executive Director

Jan 15, 2019

Date

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SCHEDULE A

Attached to and forming part of Memorandum of Understanding (MOU)
between the Landowners; Robert Gordon McMinn, John Scott Richardson, Elizabeth
Natalie McMinn, Diana Joan McMinn and Jean Roger Belanger and the Covenant
Holder, Habitat Acquisition Trust, dated the _____ day of _____,
2018.

ORIGINAL MEMORANDUM OF UNDERSTANDING dated 15 July 2015



HAT

Creating Conservation Legacies

(12)

MEMORANDUM OF UNDERSTANDING

For reference, this agreement is dated 31 July, 2015

and is:

BETWEEN:

Robert G. McMinn
Elizabeth N. McMinn
Diana J. McMinn
John S. Richardson
Jean R. Belanger

(The Landowners)

AND:

Habitat Acquisition Trust

(HAT)

Whereas:

- A. The Landowners are the lawful owners (fee-simple) of the land described as PID 008-695-075 with a legal description of Section 19, Highlands District, Except Part in Plan 12033. Private Managed Forest No. 0221.

(the Land).
- B. The Land title is free and clear of all financial encumbrances at the time of this agreement.
- C. HAT is a society registered in British Columbia (Registration #S-36193) with its constitutional purpose being to promote the conservation of the natural environment in the Capital Regional District.
- D. The Land contains significant ecological amenities, including flora, fauna and natural features of great importance to the Landowners, HAT and the people of British Columbia.
- E. The Landowners desire to protect the ecological values of the Land while reserving the right to maintain the sustainable forestry activities required to maintain the Private Managed Forest Land status on the Land.
- F. The Landowners have asked Habitat Acquisition Trust to facilitate and receive a section

219 conservation covenant over the Land that allows for sustainable forestry.

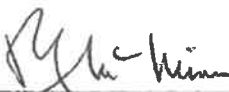
- G. This Memorandum of Understanding sets out the details of the agreement between The Landowners and HAT regarding the negotiation, endowment and registration process for a section 219 conservation covenant, section 218 right of way and a rent charge over the Land.

The Parties to this agreement agree as follows:

1. The Landowners agree to place a section 219 covenant, section 218 right of way (necessary for access) and a rent charge (necessary for enforcement) on title to the Land in perpetuity with priority over any future financial encumbrance.
2. HAT agrees to be the recipient (covenant holder) for the above charges and to provide the Landowners with a charitable tax receipt for the donation of partial interest in their Land, given the required documentation of the gift (including a land appraisal by an independent appraiser) is provided by the landowners.
3. HAT and the Landowners agree to perform all necessary tasks, to the best of their abilities, which are required to register a conservation covenant and the other charges listed above on title to the Land.
4. The Landowners agree to provide HAT with all of the necessary historical and current information regarding the Land, including any knowledge of potentially hazardous materials or natural disturbances that could negatively impact the long-term ecological integrity of the Land.
5. The Landowners agree to provide HAT with any information regarding in-progress or future activities or processes that could negatively impact the long-term ecological integrity of the Land.
6. Robert G. McMinn has generously agreed to provide an endowment contribution of \$[REDACTED] by the registration date of the covenant, targeted for July 2016.
7. HAT agrees to provide a charitable tax receipt to Robert McMinn for the endowment contribution at the time payment is received.
8. HAT agrees to deposit the endowment into the Victoria Foundation as a separate fund specifically for the long-term costs of compliance monitoring, maintaining the ecological condition of the land and contingency funds for enforcing the terms of the covenant.
9. The Landowners acknowledge that HAT has discussed the Federal Ecological Gifts Program with them in detail, and the Landowners have agreed to apply for Ecological Gift status. Note: the Landowners have up to 3 years from the date of registration of the covenant to apply for Ecological Gift certification.
10. The Landowners acknowledge that HAT has recommended seeking independent financial advice prior to the registration of the covenant.

11. The Landowners agree to seek legal advice prior to the registration of the covenant and submit to HAT a signed Certificate of Independent Legal Advice form prior to the date of registration.

Signed on the 31 day of July 2015.


Robert McMinn

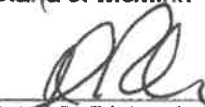
30 July 2015
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dd/mm/yyyy


Elizabeth N. McMinn

31 July 2015
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Diana J. McMinn

30 July 2015
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John S. Richardson *

30/07/2015
.....


Jean R. Belanger

30 July 2015
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Adam Taylor
Executive Director
Habitat Acquisition Trust

*I understand that the covenant will not restrict use of the portion of the land located within the boundaries of Millstream Lake Rd, Munn Rd. and the by-pass road. The intent of the conservation covenant is to protect the portion of the land located outside those boundaries.