

USING TITLE INSURANCE IN CONSERVATION EASEMENTS



Land Trust Alliance Standards and Practices, Practice 9F, Title Investigation and Recording

F. Title Investigation and Recording

- 1. Prior to closing and preferably early in the process, have a title company or attorney investigate title for each property or conservation easement the land trust intends to acquire
 - a. Update the title at or just prior to closing
- 2. Evaluate the title exceptions and document how the land trust addressed mortgages, liens, severed mineral rights and other encumbrances prior to closing so that they will not result in extinguishment of the conservation easement or significantly undermine the property's important conservation values

SCHEDULE A

Effective Date:

TD:

GF No.

Issue Date:

1. Policy or Policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:
PROPOSED INSURED:

- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)

Policy Amount
PROPOSED INSURED:

- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)

Policy Amount:
PROPOSED INSURED:
Proposed Borrower:

- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)

Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:

- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
(Form T-13)

Binder Amount
PROPOSED INSURED
Proposed Borrower:

- (f) OTHER:

Policy Amount

PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

3. Record title to the land on the Effective Date appears to be vested in:

1. Policy or Policies to be issued are:

- (a) **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:

PROPOSED INSURED:

1. The policy or policies to be issued are:

(a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)

Policy Amount:

PROPOSED INSURED: Texas Generic Land Trust

1. Policy or Policies to be issued are:

- (a) **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
(Not applicable for improved one-to-four family residential

Policy Amount:

PROPOSED INSURED:

- 2. The interest in the land covered by this Commitment is:
Conservation Easement**

3. **Record title to the land on the Effective Date appears to be vested in:
Sally Smith Family Partnership**

4. Legal Description of land:

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below, (We must either insert specific recording data or delete this exception.):
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c) to filled in lands, or artificial islands, or
 - d) to statutory water rights, including riparian rights, or
 - e) to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across the area.

(Applies to the Owner Policy only.)

SCHEDULE C

Your Policy will not cover loss, costs, attorneys fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons name in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and supplies have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Mortgage Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

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 - a. Update the title at or just prior to closing



TITLE COMMITMENT

SCHEDULE B: EXCEPTIONS TO COVERAGE

- Boilerplate exceptions – tidelands, navigable waterways, material liens, etc.
- Access Easements
- Utility Easements
- Mineral leases
- Property Access (May need access easement)



TITLE COMMITMENT SCHEDULE C

Title Company Requirements

Mortgages

- Must be paid off or subordinated at closing



TITLE INVESTIGATION = COMMITMENT FOR TITLE INSURANCE *

*** Reviewed by someone who
knows what they're doing**



CLOSING THE TRANSACTION

- **Collecting signatures**
- **Signature authority:**
 - **General Authority – to sign on behalf of organization**
 - **Specific Authority – to sign THIS DOCUMENT**
- **Closing instructions**



MORAL

Close with title company



