



An agency of the Government of Ontario



Un organisme du gouvernement de l'Ontario

Ontario Heritage Trust heritage conservation easement property

Under Ontario Heritage Act section 10 (1) (c), the Trust may enter into agreements, covenants and easements with owners of real property or interests in real property for the conservation, protection and preservation of the heritage of Ontario. Under section 22 (1), any easement or covenant entered into by the Trust may be registered against the real property affected in the proper land registry office.

Conservation easements are voluntary legal agreements between heritage property owners and the Ontario Heritage Trust that protect significant features of a property. The terms of the easement are registered on the property title and apply to the easement donor and all future owners of the property. Easements allow the Trust to protect a heritage site without owning it. They also offer conservation-minded Ontarians an opportunity to permanently protect the heritage value of their property while continuing to enjoy it.

This document was retrieved from the Ontario Heritage Act Register, which is accessible through the website of the Ontario Heritage Trust at **www.heritagetrust.on.ca**.

Bien faisant l'objet d'une servitude de conservation du patrimoine par la Fiducie du patrimoine ontarien

En vertu de l'alinéa 10(1)c) de la *Loi sur le patrimoine de l'Ontario*, la Fiducie peut conclure des ententes et des engagements avec les propriétaires de biens immeubles ou les titulaires des droits qui s'y rattachent, et constituer des servitudes avec eux, en vue de la conservation, de la protection et de la préservation du patrimoine de l'Ontario. En vertu du paragraphe 22(1), les servitudes constituées ou les engagements conclus par la Fiducie peuvent être enregistrés sur les biens immeubles visés au bureau d'enregistrement immobilier approprié.

Les servitudes protectrices du patrimoine sont des ententes juridiques volontaires conclues entre les propriétaires de biens patrimoniaux et la Fiducie du patrimoine ontarien. Elles visent à protéger les caractéristiques importantes d'une propriété. Les conditions de la servitude sont enregistrées sur le titre de propriété et s'appliquent au donateur de même qu'à tous les propriétaires futurs. Les servitudes permettent à la Fiducie de protéger un site du patrimoine sans avoir à en devenir propriétaire. Elles offrent aussi l'occasion aux adeptes de la conservation en Ontario de protéger de façon permanente le caractère patrimonial de leurs propriétés, tout en pouvant continuer à en jouir.

Ce document est tiré du registre tenu aux fins de la *Loi sur le patrimoine de l'Ontario*, accessible à partir du site Web de la Fiducie du patrimoine ontarien au **www.heritagetrust.on.ca**.

THIS EASEMENT AGREEMENT made the 26th day
of January, 1981.

B E T W E E N :

THE ROMAN CATHOLIC EPISCOPAL
CORPORATION OF OTTAWA,

OF THE FIRST PART;

- and -

THE ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
The Ontario Heritage Act, 1974,
S. O. 1974, c. 122,

OF THE SECOND PART;

- and -

MOST REVEREND JOSEPH AURELE PLOURDE,
Archbishop of the Roman Catholic
Archdiocese of Ottawa,

OF THE THIRD PART;

- and -

RIGHT REVEREND MONSIGNOR JOHN M. BEAHEN,
Senior Vicar General of the said Archdiocese
and REVEREND LAURENT TESSIER, Diocesan Bursar,
a Clergyman of the said Archdiocese selected
by the Party of the Third Part to consent to
the execution of these presents,

OF THE FOURTH PART.

WHEREAS by an act passed in the twelfth year of the reign

of Her Majesty Queen Victoria, Chapter 136, intituled an Act to incorporate the Roman Catholic Archbishop and Bishops in each Diocese in Lower Canada (hereinafter called the "Act"), it was enacted amongst other things that the Right Reverend Joseph Eugene Bruno Guignes, Roman Catholic Bishop of Bytown, and his successors, being Bishops in communion with the church of Rome were declared to be a Body Corporate under the name of The Roman Catholic Episcopal Corporation of Bytown;

AND WHEREAS by an act passed in the twenty-fourth year of the reign of Her Majesty Queen Victoria, Chapter 128, intituled an Act to change the name of The Roman Catholic Episcopal Corporation of Bytown, the said Act was amended to change the name of The Roman Catholic Episcopal Corporation of Bytown to The Roman Catholic Episcopal Corporation of Ottawa (hereinafter called the "Corporation");

AND WHEREAS by an act passed in the forty-sixth year of the reign of Her Majesty Queen Victoria, Chapter 64, intituled an Act relating to the Roman Catholic Episcopal Corporation of Ottawa, the powers of the Corporation to hold land under the said Act were more particularly defined to include lands situate in the Province of Ontario;

AND WHEREAS by an act passed in the twenty-second year of the reign of His Majesty King George V, Chapter 103, intituled an Act respecting the Roman Catholic Episcopal Corporation of Ottawa, the powers of the said Corporation were further extended;

AND WHEREAS the Party of the Third Part is the present incumbent of the Corporation and the present Archbishop of the said archdiocese and the Parties hereto of the Fourth Part are the proper persons whose consent is necessary to the execution of this Agreement under the terms of the aforesaid statutes;

AND WHEREAS the Parties hereto of the Fourth Part join

in this Agreement in order to testify in writing their consent to this Agreement as aforesaid, pursuant to such statutes;

AND WHEREAS in accordance with said Act as amended certain lands and premises in the City of Ottawa, in the Regional Municipality of Ottawa-Carleton and Province of Ontario, being composed of part of Lots 1, 2, and 3 on the north side of St. Patrick Street, Registered Plan 42482, in the said City of Ottawa and designated as Part 1 on a Plan of Survey deposited in the Registry Office for the Registry Division of Ottawa on the 26th day of January, 1981, as Reference Plan 5R-5504 a copy of which is attached hereto as Schedule "A" (hereinafter called the "Property"), on which is situated the building known as the Archbishop's Palace (hereinafter called the "Archbishop's Palace"), are vested in the Corporation;

AND WHEREAS by section 7(c) of The Ontario Heritage Act, 1974, S.O. 1974, c. 122, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10 (1)(b) of The Ontario Heritage Act, 1974, the Foundation is entitled to enter into agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 22 of The Ontario Heritage Act, 1974, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the owner or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

AND WHEREAS the Corporation and the Foundation desire

to conserve the present aesthetic and scenic character of the Property and the historical, architectural, aesthetic and scenic character and condition of the exterior of the Archbishop's Palace which is situated on the Property (hereinafter called the "Facade");

AND WHEREAS the parties of the third part have joined in this Agreement to consent to the Corporation entering into said Agreement with the Foundation as required by the said Act as amended;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Corporation (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Corporation and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property for a period of ninety-nine (99) years from the 1st day of March, 1981.

1.0 Duties Of Corporation

1.1 Normal Repairs And Alterations

The Corporation shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Facade, as depicted in the copies of the photographs, drawings and other documents attached hereto and incorporated herein as Schedule "B", and in the originals or facsimiles thereof which are filed in, and may be examined at, the Archives of Ontario, wherever they may be from time to time located. The approval required to be obtained from the Foundation herein shall be deemed to have been given upon the failure of the Foundation to respond in writing to a written request for it within sixty (60) days of receiving such request at its address as set out in paragraph 7.1 of this Agreement. If the approval of the Foundation is given or deemed to be given under this

paragraph, the Corporation, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall use materials specified by the Foundation. The Corporation shall be permitted, without the prior written approval of the Foundation, to undertake or permit the repair or refinishing of presently existing parts or elements of the Facade, damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing may not be performed in a manner which would materially affect the construction or appearance of the Facade, as depicted in the copies of photographs, drawings and other documents constituting Schedule "B" to this Agreement and in the originals or facsimiles thereof filed in the Archives of Ontario.

1.2 Insurance

The Corporation shall at all times during the currency of this Agreement keep the Archbishop's Palace insured against normal perils that are coverable by fire and extended coverage insurance in an amount that a prudent owner would normally purchase in light of the replacement cost of the building. The Corporation shall have a form as set out in Schedule "C" attached hereto completed and certified by its insurance company and delivered to the Foundation within three (3) weeks of the execution of this Agreement, and thereafter evidence satisfactory to the Foundation of the renewal of insurance shall be delivered to the Foundation at least three (3) clear days before the termination thereof. If the Corporation fails to so insure the Archbishop's Palace, or if any such insurance on the Archbishop's Palace is cancelled, the Foundation may effect such insurance as the Foundation reasonably deems necessary and any sum paid in so doing shall forthwith be paid by the Corporation to the Foundation, or if not, shall be a debt due and owing forthwith to the Foundation and recoverable from the Corporation by action in a court of law. All proceeds receivable by the Corporation under any fire and extended coverage insurance policy or policies on the Archbishop's Palace shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Archbishop's Palace to the fullest extent possible having regard to the particular nature of the Archbishop's Palace, the cost of such work and any existing or subsequent mortgages registered against the title to the Property. The

Corporation's financial liability to replace, rebuild, restore or repair the Archbishop's Palace if it has been damaged or destroyed shall not exceed the proceeds receivable by the Corporation under any fire and extended coverage insurance policy or policies. In the event that the Archbishop's Palace is damaged or destroyed and the proceeds receivable by the Corporation under any fire and extended coverage insurance policy or policies are insufficient to effect a partial or complete restoration of the Archbishop's Palace, the Foundation shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Facade, provided that the Foundation shall notify the Corporation of the Foundation's intention to do so within sixty (60) days after receiving from the Corporation, (a) the written request for permission to demolish referred to in paragraph 1.5, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Facade as the case may be.

1.3 Rights Of Mortgagees

The Corporation's obligations to apply all proceeds receivable under any fire and extended coverage insurance policy or policies on the Archbishop's Palace to replace, rebuild, restore or repair the Archbishop's Palace shall be subject to the rights of any mortgagees of the Property.

1.4 Assignment Of Interests Of Mortgagees

In the event that any mortgagee refuses to release to the Corporation any monies payable under any fire and extended coverage insurance policy or policies after the Archbishop's Palace has been damaged or destroyed, thereby preventing the Corporation from fulfilling its obligation to replace, rebuild, restore or repair the Archbishop's Palace with the proceeds receivable under any fire and extended coverage insurance policy or policies, the Corporation shall use its best efforts, if so requested by the Foundation, to make whatever arrangements are necessary to allow the Foundation to take an assignment of such mortgagee's interests in the Property, thereby effectively assuring that the proceeds of insurance under any fire and extended coverage insurance policy or policies are made available to the Corporation so that such proceeds may be applied by the Corporation to replace, rebuild, restore or repair the Archbishop's

Palace pursuant to the provisions of paragraphs 1.2, 1.6 and 1.7.

1.5 Demolition

The Corporation shall notify the Foundation of any damage or destruction to the Archbishop's Palace within ten (10) clear days of such damage or destruction occurring. In the event that the Archbishop's Palace is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Archbishop's Palace, or because a mortgagee has refused to release to the Corporation any insurance monies payable under any fire and extended coverage insurance policy or policies and the Foundation has been unable to secure an assignment of a mortgage from a mortgagee as described in paragraph 1.4, the Corporation shall, in writing within one hundred and twenty (120) days of the giving by the Corporation of notice of such damage or destruction, request written approval of the Foundation to demolish the Archbishop's Palace and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Archbishop's Palace. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within sixty (60) days of the receipt thereof.

1.6 Reconstruction By Corporation

If the Foundation does not give the approval referred to in paragraph 1.5, or if the Corporation has not requested the approval referred to in paragraph 1.5, the Corporation shall replace, rebuild, restore or repair the Archbishop's Palace to the limit of any proceeds receivable under any fire and extended coverage insurance policy or policies on the Archbishop's Palace and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Facade under the provisions of paragraph 1.2 to effect a partial or complete restoration of the Archbishop's Palace. Before the commencement of such work, the Corporation shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Facade to the Foundation for its written approval within two hundred and ten (210) days of the damage or destruction occurring to the Archbishop's Palace. A refusal by the

Foundation to approve any plans and specifications may be based upon choice of materials, unattractive appearance, nonconforming architectural style, or any other ground or grounds, including but not limited to purely aesthetic grounds, and the determination of the Foundation shall be final. The Corporation shall not commence or cause restorative work to be commenced on the Facade before receiving the written approval of the Foundation of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Foundation may stipulate. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within sixty (60) days of the receipt of such request by the Foundation. The Corporation shall cause all replacement, rebuilding, restoration and repair work on the Facade to be commenced within ninety (90) days of the approval by the Foundation of the plans and specifications and to be completed within eighteen (18) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said eighteen (18) months, and the Corporation shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Foundation.

1.7 Reconstruction By Foundation

In the event that the request to demolish the Archbishop's Palace is not submitted or is refused pursuant to the provisions of paragraph 1.5 and the Corporation fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Facade pursuant to paragraph 1.6 which are acceptable to the Foundation within two hundred and ten (210) days of the damage or destruction occurring to the Archbishop's Palace, the Foundation may prepare its own set of plans and specifications for the replacement, rebuilding, restoration or repair of the Facade. The Corporation shall have one hundred and twenty (120) days from receiving a copy of such plans and specifications to notify the Foundation in writing that it intends to replace, rebuild, restore or repair the Facade in accordance with those plans and specifications. If the Corporation does not so notify the Foundation within the said one hundred and twenty (120) days, the Foundation may prepare its own set of plans and specifications for the Archbishop's Palace and may proceed with replacing, rebuilding, restoring or repairing the Archbishop's Palace up to the value of any insurance proceeds receivable by the

Corporation under any fire and extended coverage insurance policy or policies and of any additional amount that the Foundation is prepared to contribute to effect a partial or complete restoration of the Facade. The Corporation shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Corporation under any fire and extended coverage insurance policy or policies.

In the event that the Foundation does not submit its own acceptable plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Archbishop's Palace according to its own set of plans and specifications, as hereinbefore mentioned, within ninety (90) days after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Corporation or any tenant or agent of the Corporation or by any other factors beyond its control, the Foundation's rights under this paragraph shall automatically terminate and the Corporation shall be entitled to retain the proceeds receivable under any fire and extended coverage insurance policy or policies and to demolish the Archbishop's Palace.

1.8 Maintenance Of The Archbishop's Palace

The Corporation shall at all times maintain the Archbishop's Palace in as good and sound state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Facade shall take place.

1.9 Signs, Structures, Etc.

The Corporation shall not erect or permit the erection on the Property or on the Facade of any signs, plaques, permanent awnings, television aerials or other similar type objects without the prior written approval of the Foundation. Such approval may, in the sole discretion of the Foundation and for any reason which the Foundation considers necessary, be refused.

1.10 No Act Of Waste

The Corporation shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Corporation shall not, except with the prior written approval of the Foundation,

- (a) grant any easement or right of way;
- (b) erect or remove or permit the erection or removal of any building, sign, fence, or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (i) the prevention or treatment of disease, or (ii) other good husbandry practices;
- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Facade or the Property, or (ii) causing any damage to the Facade;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

I.II Remedies Of Foundation

If the Foundation, in its sole discretion, is of the opinion that the Corporation has neglected or refused to perform any of its obligations as set out in this Agreement, the Foundation may, in addition to any of its other legal or equitable remedies, serve on the Corporation a notice setting out particulars of the breach and of the Foundation's estimated maximum costs of remedying the breach. The Corporation shall have one hundred and twenty (120) days from

receipt of such notice to remedy the breach or make arrangements satisfactory to the Foundation for remedying the breach. If within those one hundred and twenty (120) days the Corporation has not remedied the breach or made arrangements satisfactory to the Foundation for remedying the breach, or if the Corporation does not carry out the said arrangements within a reasonable period of time, of which the Foundation shall be the sole and final judge, the Foundation may enter upon the Property and the Archbishop's Palace and may carry out the Corporation's obligations and the Corporation shall reimburse the Foundation for any expenses incurred thereby, up to the estimated maximum costs of remedying the breach set out in the aforesaid notice. Such expenses incurred by the Foundation shall, until paid to it by the Corporation, be a debt owed by the Corporation to the Foundation and recoverable by the Foundation by action in a court of law.

1.12 Waiver

The failure of the Foundation at any time to require performance by the Corporation of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Foundation of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

1.13 Extension Of Time

Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Corporation and the Foundation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

2.0 Use of Property

2.1 The Corporation expressly reserves for itself, its representatives, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

3.0 Inspection Of The Property

3.1 Inspection By Foundation At All Reasonable Times

The Foundation or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Archbishop's Palace upon prior written notice to the Corporation of at least seventy-two (72) hours.

4.0 Notice Of Easement

4.1 Plaque

The Corporation agrees to allow the Foundation to erect a plaque on the Archbishop's Palace or on the Property, in a tasteful manner and at the Foundation's expense, indicating that the Foundation holds a conservation easement on the Property.

4.2 Publicity

The Corporation agrees to allow the Foundation to publicize the existence of the easement.

5.0 Severability Of Covenants

5.1 Proper Covenants Not To Terminate

The Corporation and the Foundation agree that all covenants, easements and restrictions contained in this Agreement shall be severable, and that should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate thereby.

6.0 Dissolution Of Foundation

6.1 Transfer Of Foundation's Interests

In the event of the winding up or dissolution of the Foundation, all of the Foundation's interests herein shall be automatically assigned

and transferred to Her Majesty the Queen in Right of Ontario or to any other entity specified by statute.

7.0 Notice

7.1 Addresses Of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

THE CORPORATION

The Roman Catholic Episcopal Corporation of Ottawa,
Archdiocese of Ottawa,
256 King Edward Avenue,
Ottawa, Ontario
K1N 7M1

Attn: Diocesan Bursar

THE FOUNDATION

The Ontario Heritage Foundation,
Parliament Buildings,
Queen's Park,
Toronto, Ontario.
M7A 2R9

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service By Mail Except Where Postal Service Interrupted.

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as

set out in such affidavit. In the event that a notice is sent by pre-paid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 Costs

8.1 In the event that a dispute arises between either of the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar type expenses which may result from any such dispute.

9.0 Indemnification

9.1 Non-Liability of Foundation

The Corporation shall hold the Foundation harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by anything done by the Corporation pursuant to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made, done or permitted to be done by the Foundation, its agents, servants and workmen.

10.0 Entirety

10.1 No Extraneous Agreements Between The Parties

This written 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.

11.0 Subsequent Instruments

11.1 Subsequent Instruments To Contain These Provisions

Notice of these covenants, easements and restrictions shall be inserted by the Corporation in any subsequent deed or other legal instrument by which it divests itself either of the fee simple title to or of its possessory interest in the Property or the Archbishop's Palace.

11.2 Notice To Foundation

The Corporation shall immediately notify the Foundation in the event that it divests itself of the fee simple title to or of its possessory interest in the Property or the Archbishop's Palace.

12.0 Headings

12.1 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.

13.0 Enurement

13.1 Covenants To Run With The Property

The covenants, easements and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set

their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of:

THE ROMAN CATHOLIC
EPISCOPAL CORPORATION OF
OTTAWA

Per:

seal

+ J. H. Plourde

Most Reverend Joseph Aurele
Plourde, Archbishop of Ottawa

Witness

+ J. H. Plourde

Archbishop of the Roman Catholic
Archdiocese of Ottawa

THE ONTARIO HERITAGE
FOUNDATION

Per:

Chairman

Secretary

Witness

+ John M. Bealen

Senior Vicar General of the Roman
Catholic Archdiocese of Ottawa

Witness

Laurent Tessier

Diocesan Bursar and
Consenting Clergyman

ST ANDREW STREET

PLAN 4R-446
N 31° 40' 20" W
1.83

SUSSEX STREET
N 31° 40' 20" W
1.83

GOUGH STREET

NOTE: Reduction
Not to Scale

BLOCK A

LOT 1

LOT 2

PART

INST NO

288094

ARCHB SHOPS

PALACE

143

Steps

42.22

0.15 over 46.50

N. 58° 16' 10" E.

ST PATRICK STREET

NOTE: Metric
DISTANCES shown on this plan are in metres and
can be converted to feet by dividing by 0.3048.

SCHEDULE	PART	LOT	PLAN	INST. No.
1	Part Lots	1, 2 & 3	42482	288094, 9223

I REQUIRE THIS PLAN TO BE
DEPOSITED UNDER THE
REGISTRY ACT.

DEC 30 1980

H. R. Farley
H. R. FARLEY, O.L.S.

PLAN 5R-5504

RECEIVED AND DEPOSITED

JAN 26 1981

E. I. Montgomery
LAND REGISTRAR FOR THE
REGISTRY DIVISION OF
OTTAWA - CARLETON No. 5

PLAN
OF SURVEY OF
PART OF LOTS 1, 2 & 3 (North St. Patrick Street)
REGISTERED PLAN 42482
CITY OF OTTAWA
REGIONAL MUNICIPALITY OF OTTAWA - CARLETON
FARLEY & MARTIN LTD. SURVEYED BY H. R. FARLEY, O.L.S.
1980
Scale = 1:250



BEARING NOTE

BEARINGS ARE ASTRONOMIC AND REFERRED TO THE WESTERLY LIMIT OF
PLAN 4R-446 BEING N. 31° 40' 20" W.

CAUTION THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING
OF THE PLANNING ACT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT
This survey and plan are correct and in accordance
with the Survey Act and the Registry Act and
the regulations made thereunder.
The survey was completed on the 30 DEC
1980.
Date DEC 30 1980
H. R. Farley
H. R. FARLEY, O.L.S.

LEGEND (IF APPLICABLE)

○ DENOTES STANDARD IRON BAR
○ S.S.B. DENOTES SHORT STANDARD IRON BAR
● DENOTES IRON BAR
● S.S.B. DENOTES SHORT IRON BAR
✱ DENOTES CUT CROSS
✱ DENOTES FENCE
✱ DENOTES FENCE

FARLEY & MARTIN LTD

ONTARIO LAND SURVEYORS

412 MCCLAREN STREET
OTTAWA, CANADA
K2P 0M8

Scale 1:250

.....B1





SCHEDULE "A"

GUIGUES STREET

ARCHBISHOP'S PALACE
Ottawa, Ontario

SCHEDULE "B"

KEY TO PHOTOGRAPHS

-  property subject to easement
-  general and close-up views
-  partial views
-  detail shots

BLOCK N

Entrance to Church

LOT 2

PART

INST. NO.

INST. NO.

288094

ARCHBISHOP'S
No.

PALACE
143

LOT 1
8223

Accepted South face
of Stone Pillar to line
per Forfeiture
O.L.S.

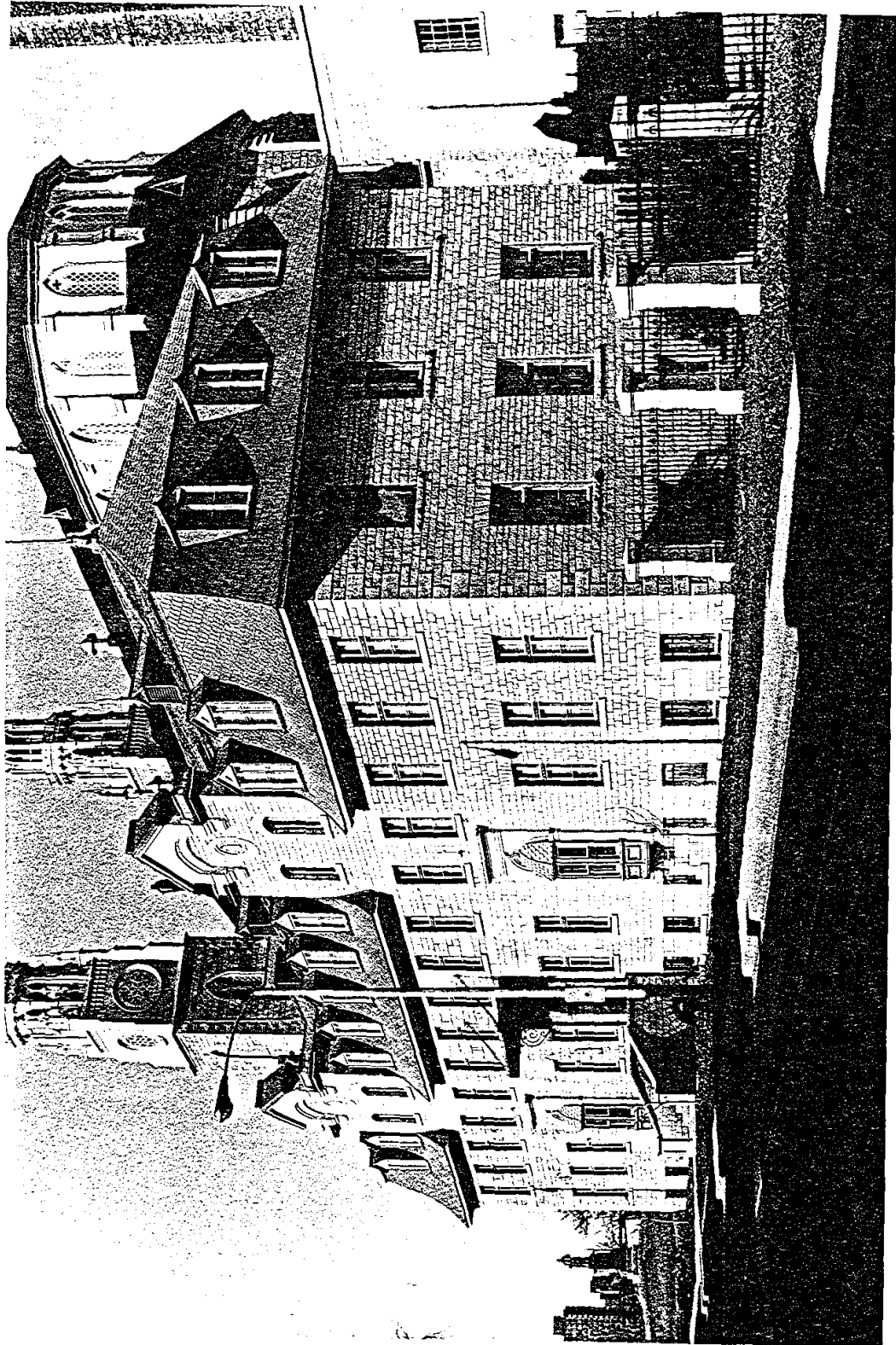
ST. PATRICK STREET

PARENT STREET

- B1 -

SCHEDULE "B"

Photograph #1



General view of the Archbishop's Palace
showing main (south) and east facades.

SCHEDULE "B"

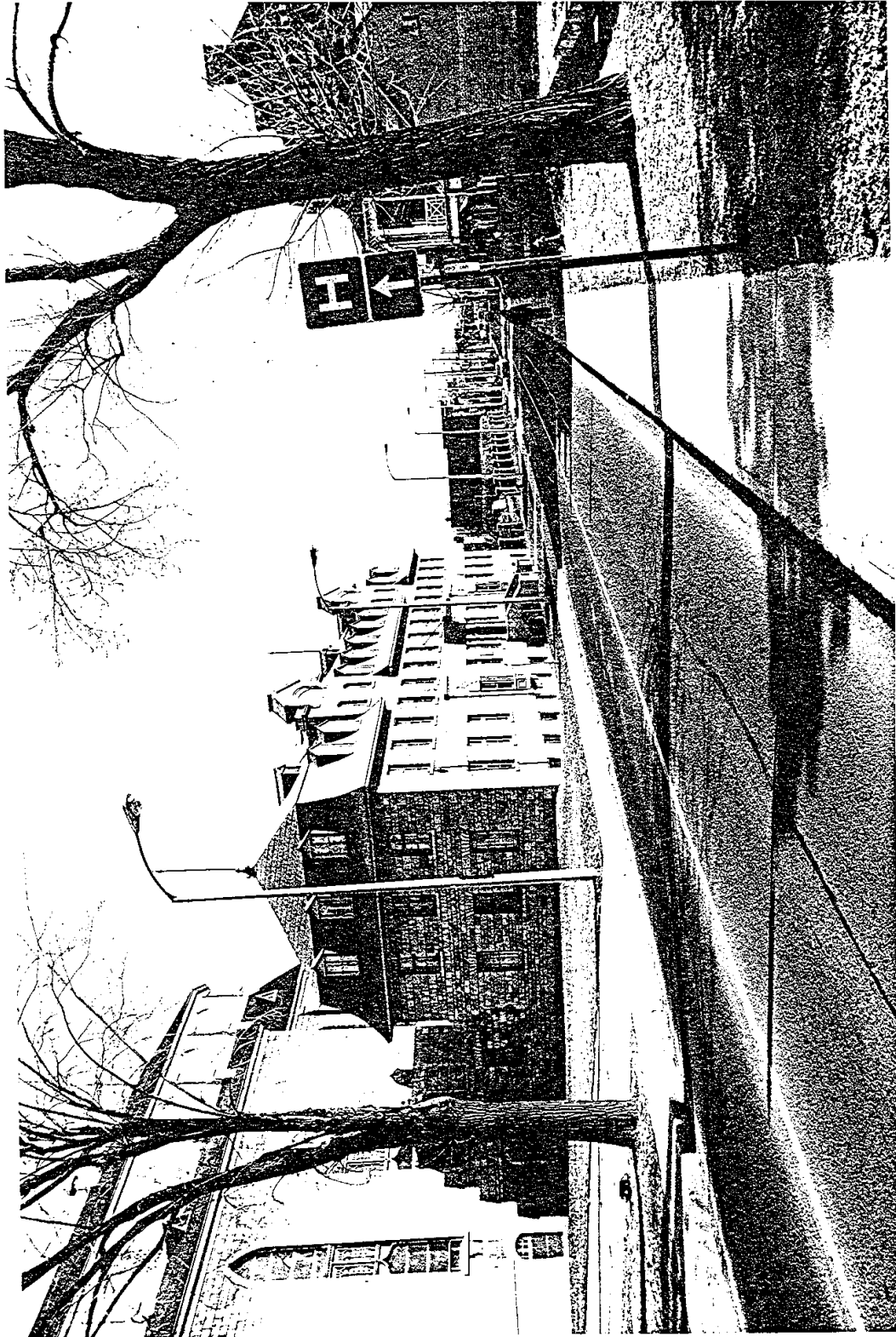
Photograph #2



View of Palace looking west along
St. Patrick Street.

SCHEDULE "B"

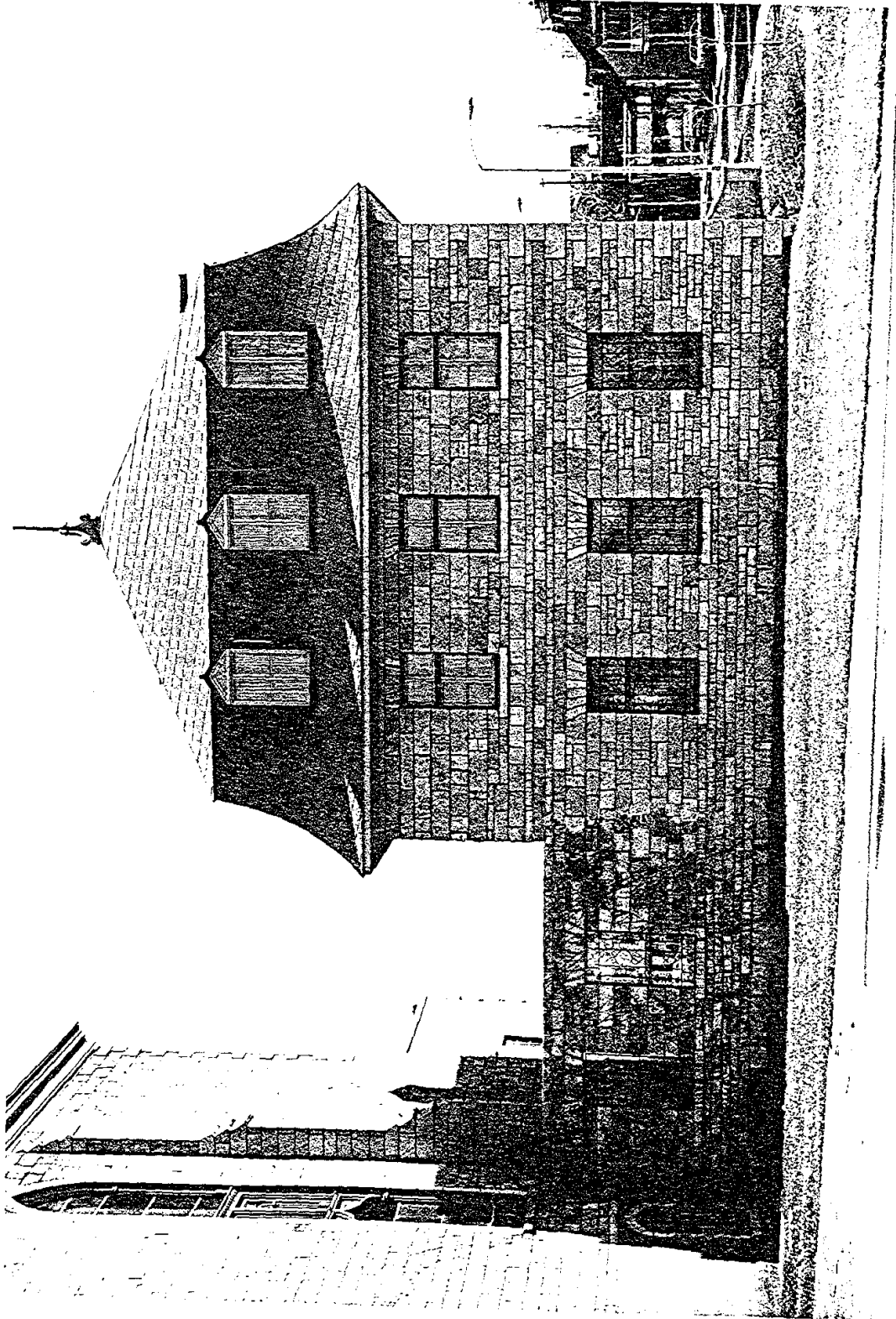
Photograph #3



View of Palace looking east along
St. Patrick Street.

SCHEDULE "B"

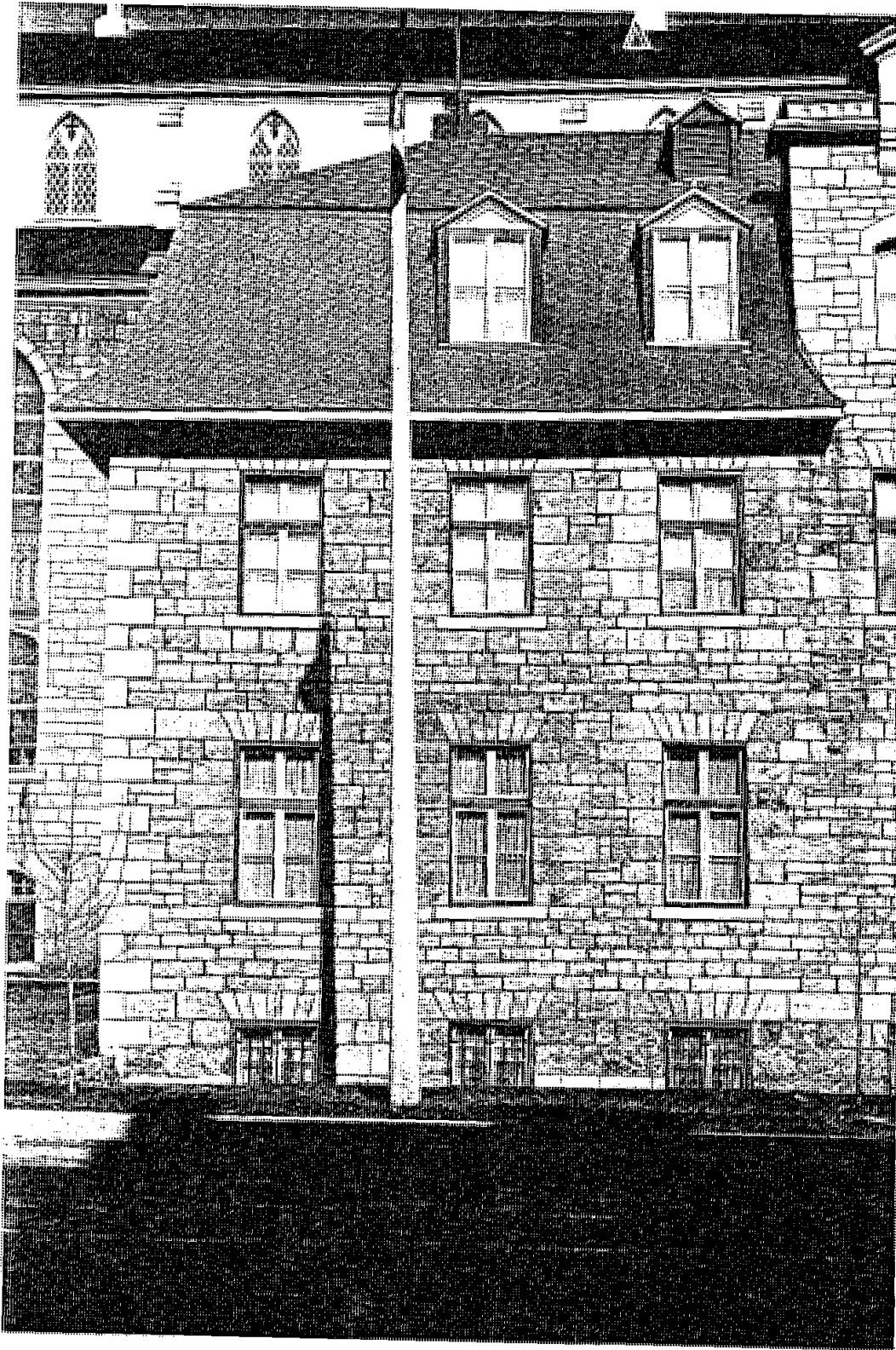
Photograph #4



West facade showing wall linking
Palace and Church.

SCHEDULE "B"

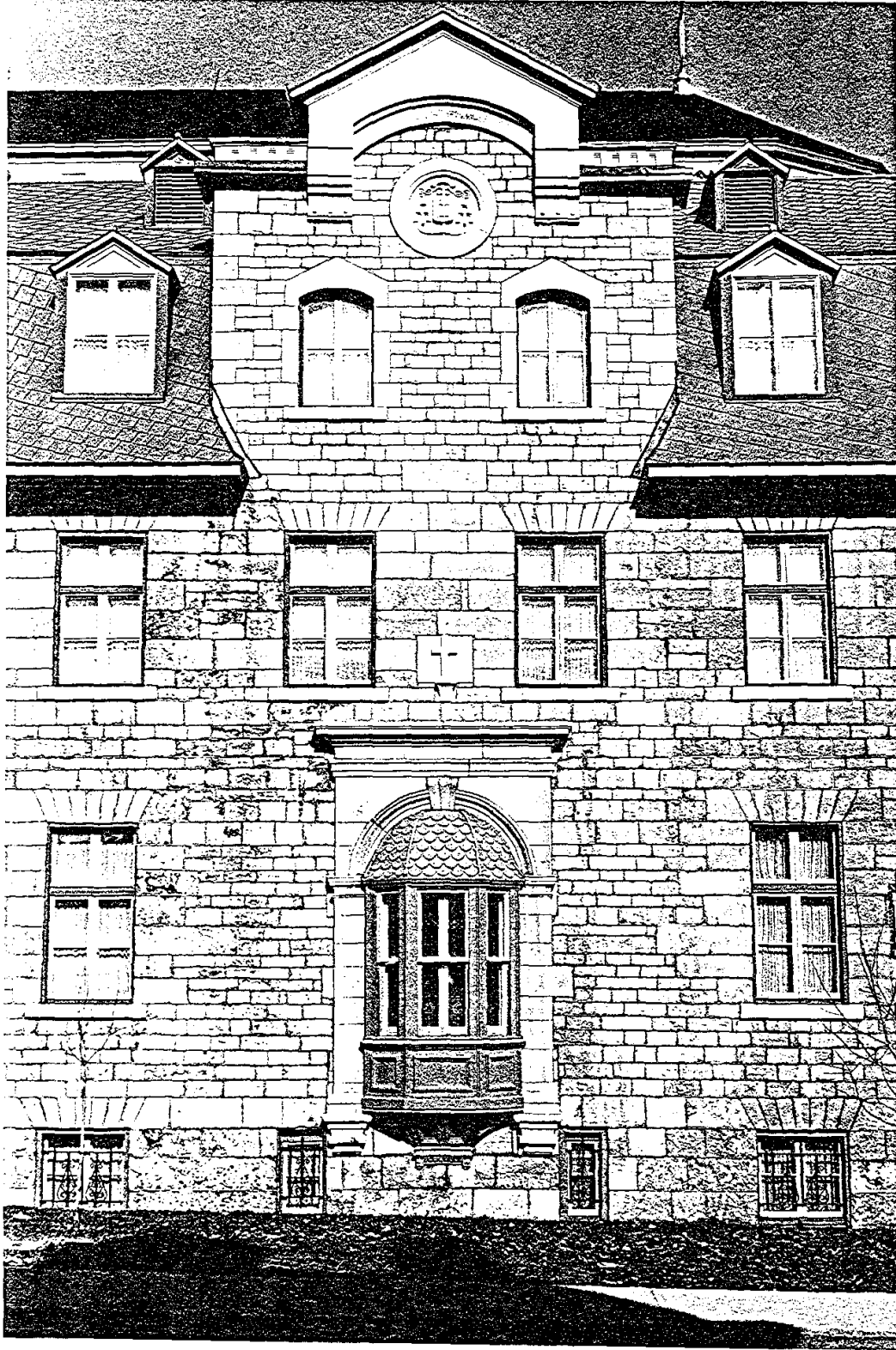
Photograph #5



Western end of main facade.

SCHEDULE "B"

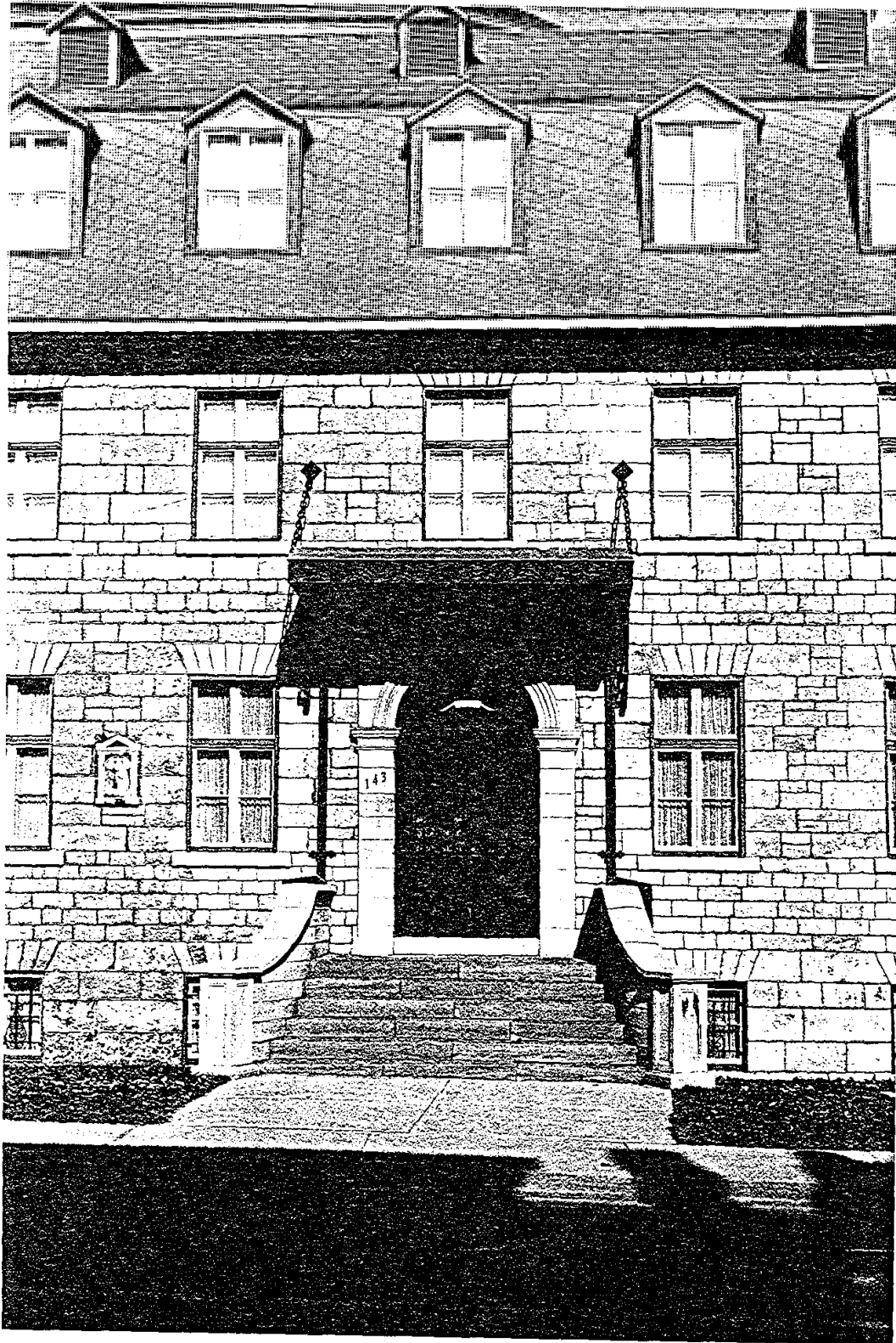
Photograph #6



Partial view of main facade to west of main entrance, showing projecting ornamental gable and oriel window.

SCHEDULE "B"

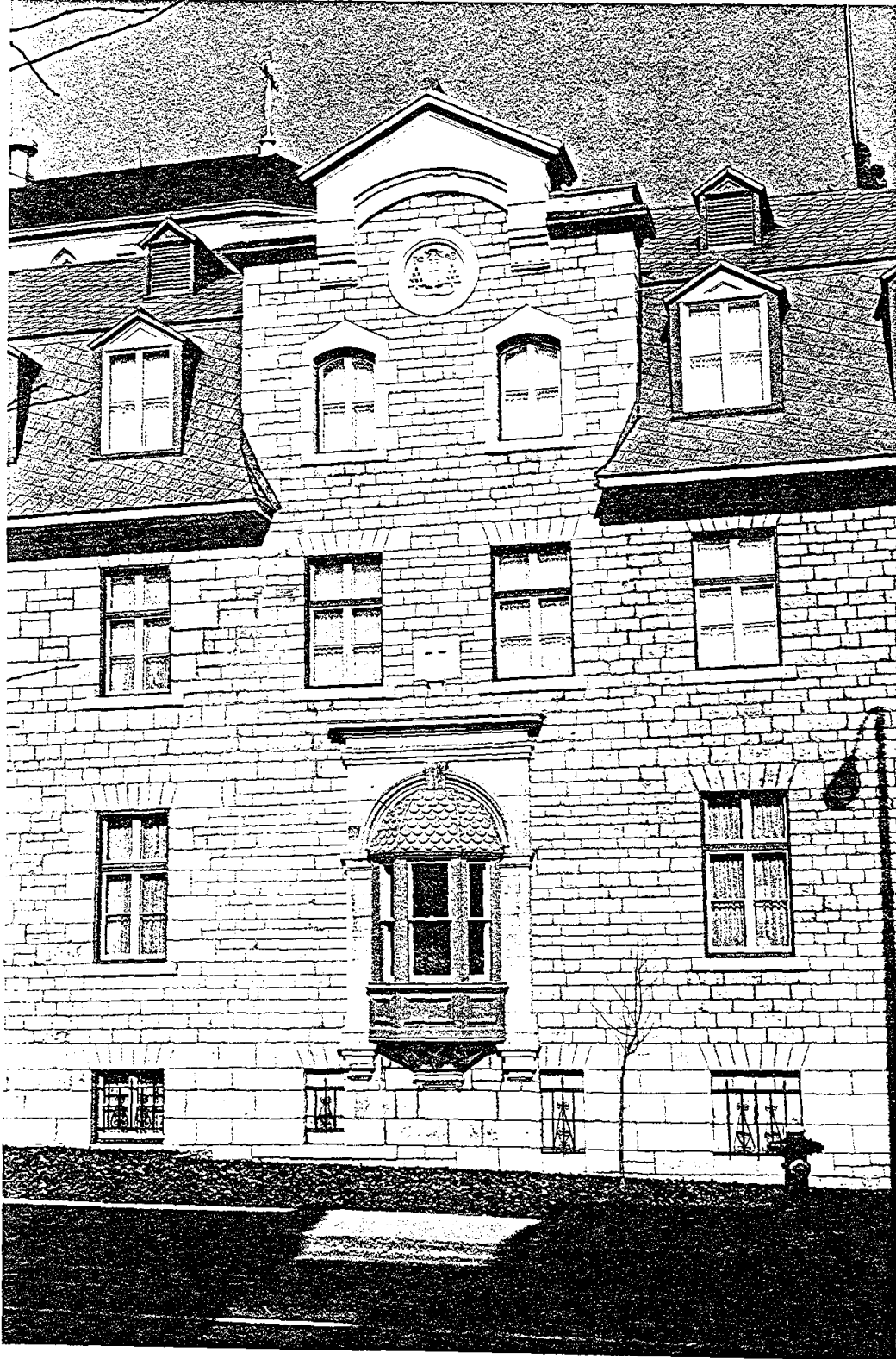
Photograph #7



Partial view of main facade, showing main entrance to Palace.

SCHEDULE "B"

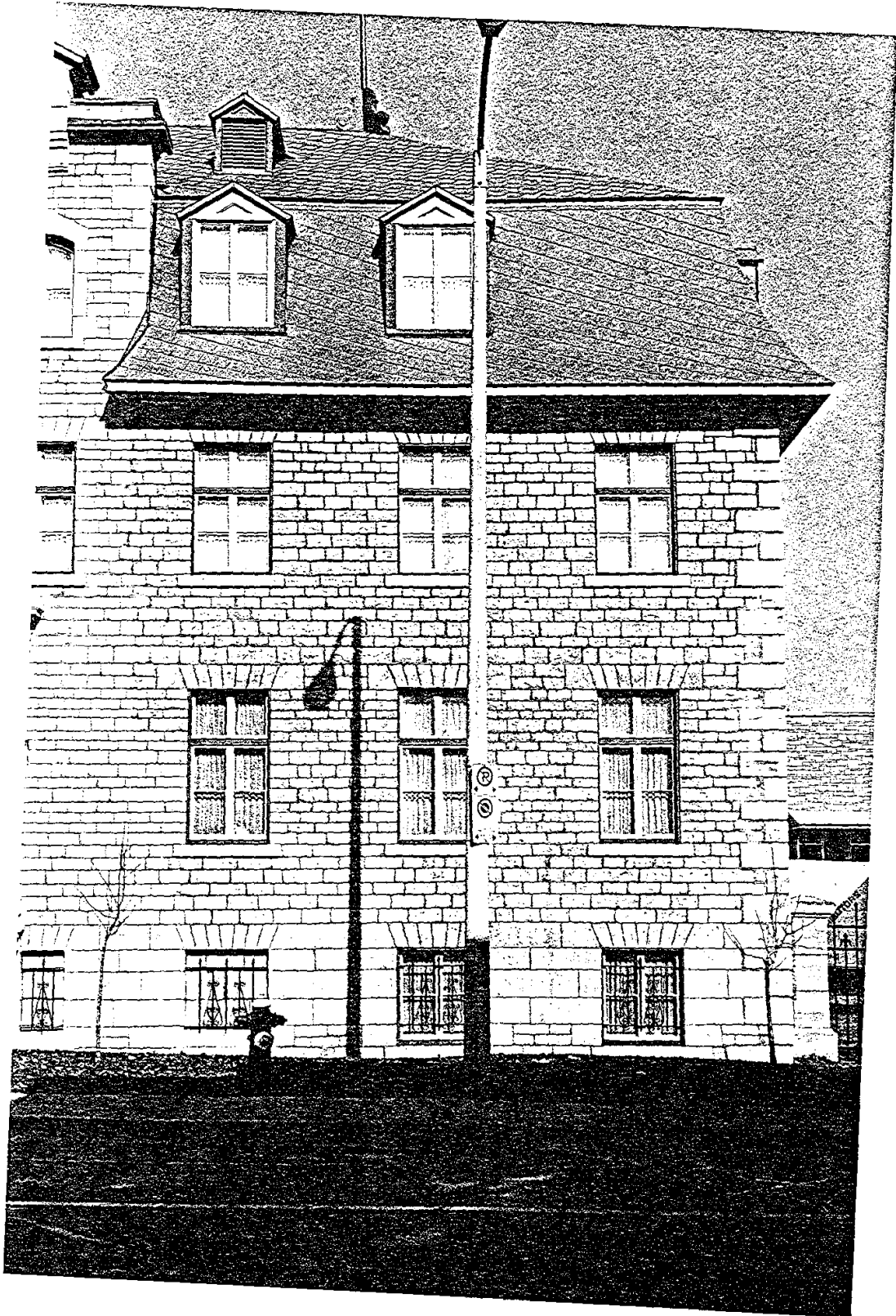
Photograph #8



Partial view of main facade to east of main entrance, showing projecting ornamental gable and oriel window.

SCHEDULE "B"

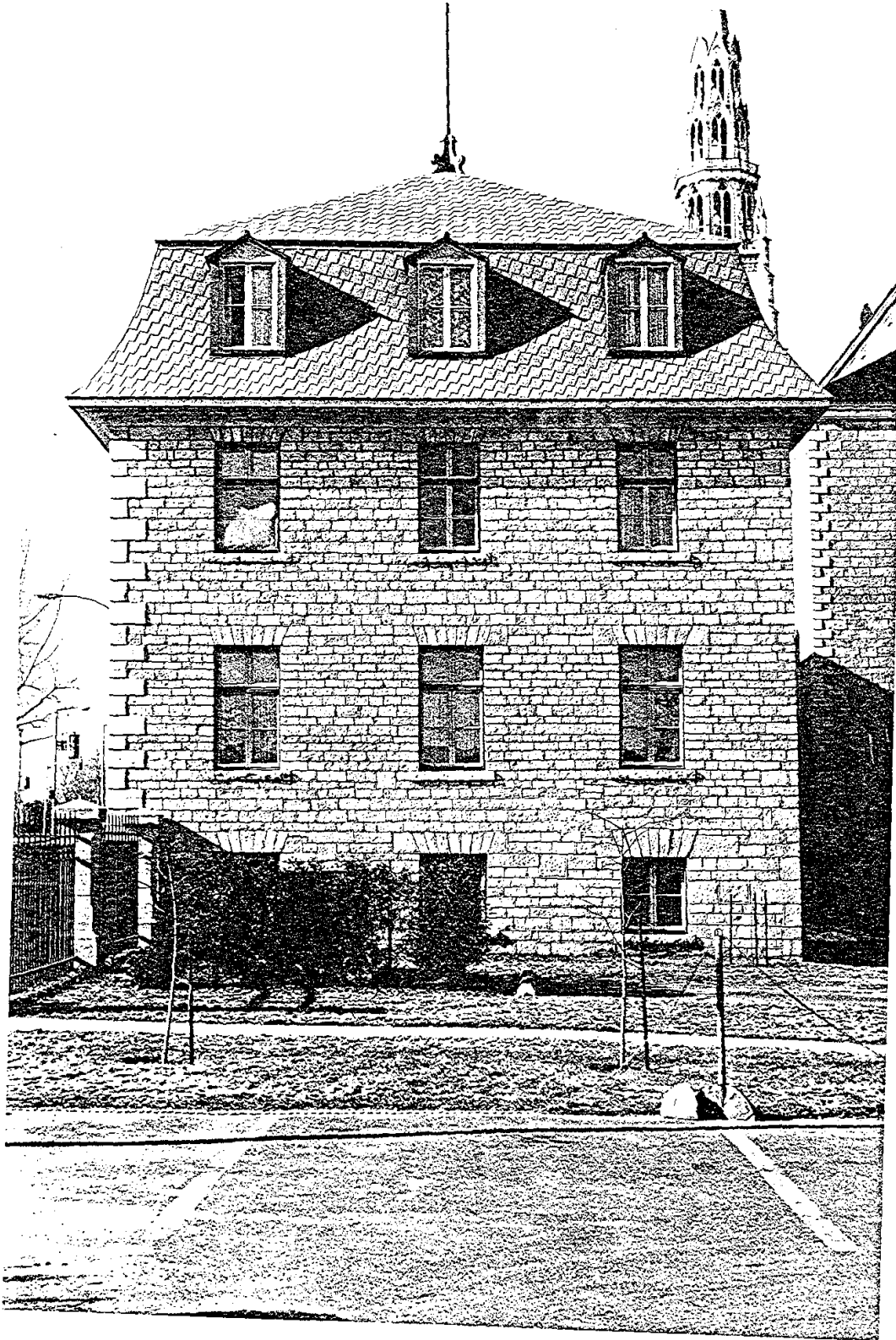
Photograph #9



Eastern end of main facade.

SCHEDULE "B"

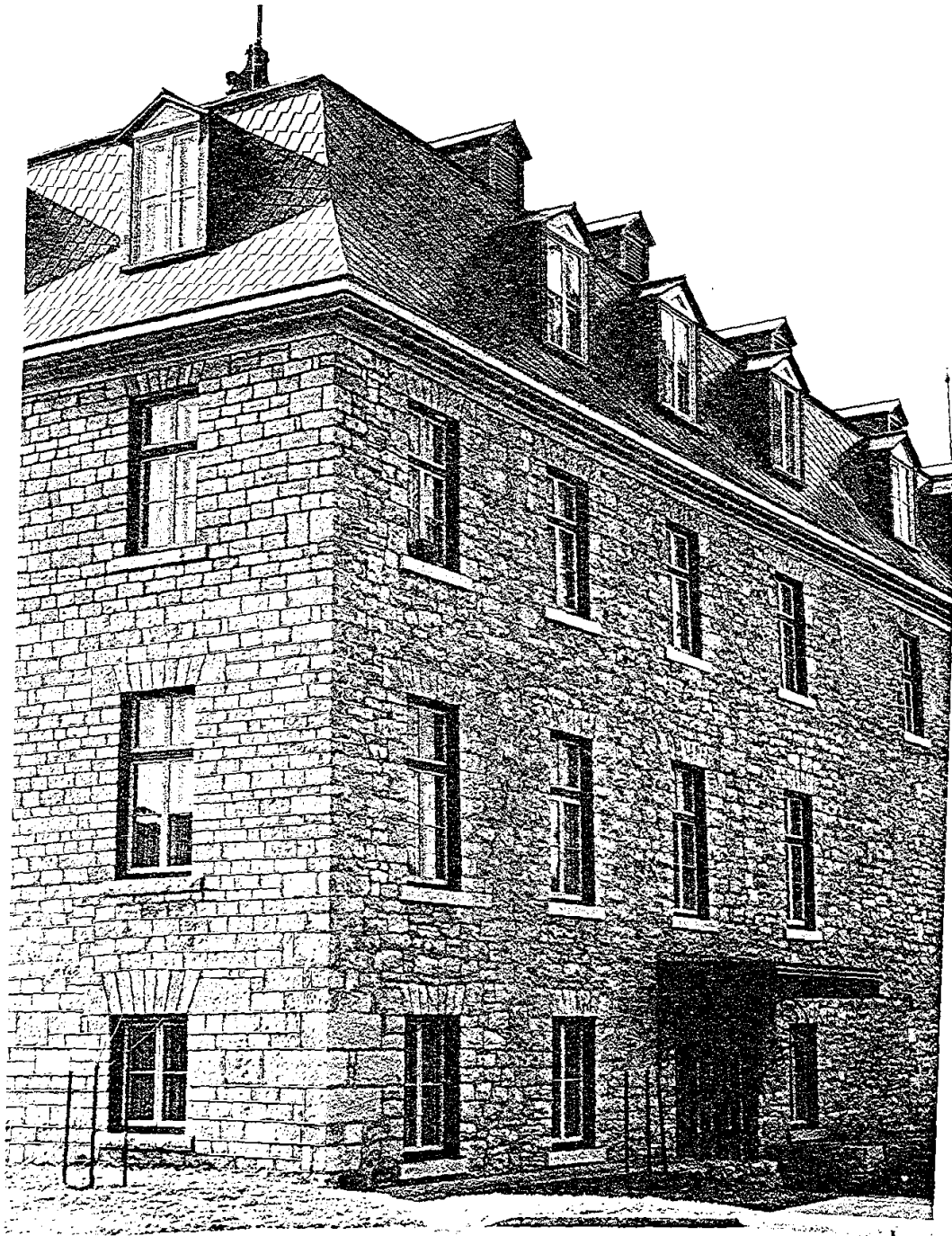
Photograph #10



East facade.

SCHEDULE "B"

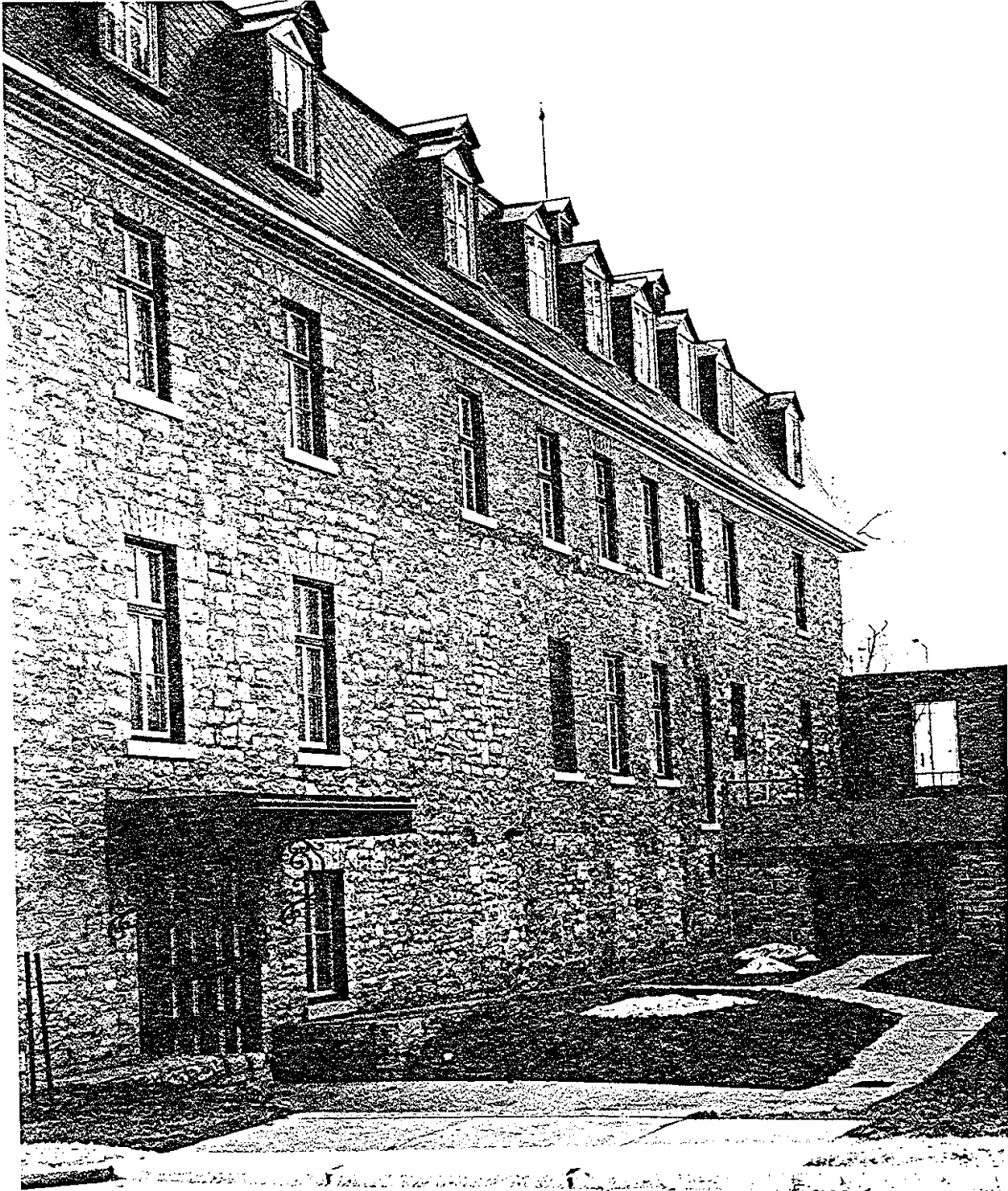
Photograph #11



North-east corner of building.

SCHEDULE "B"

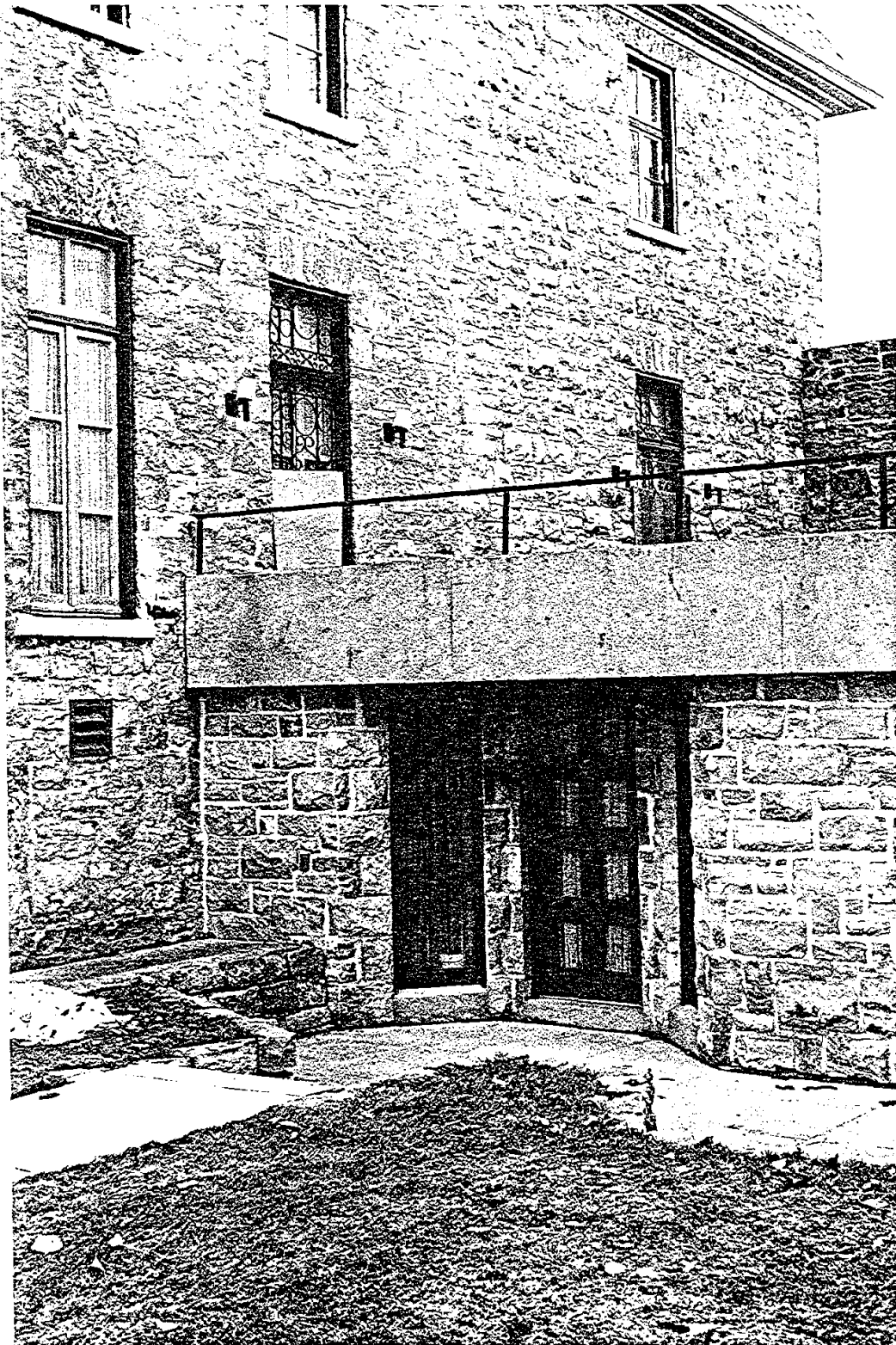
Photograph #12



North facade looking west.

SCHEDULE "B"

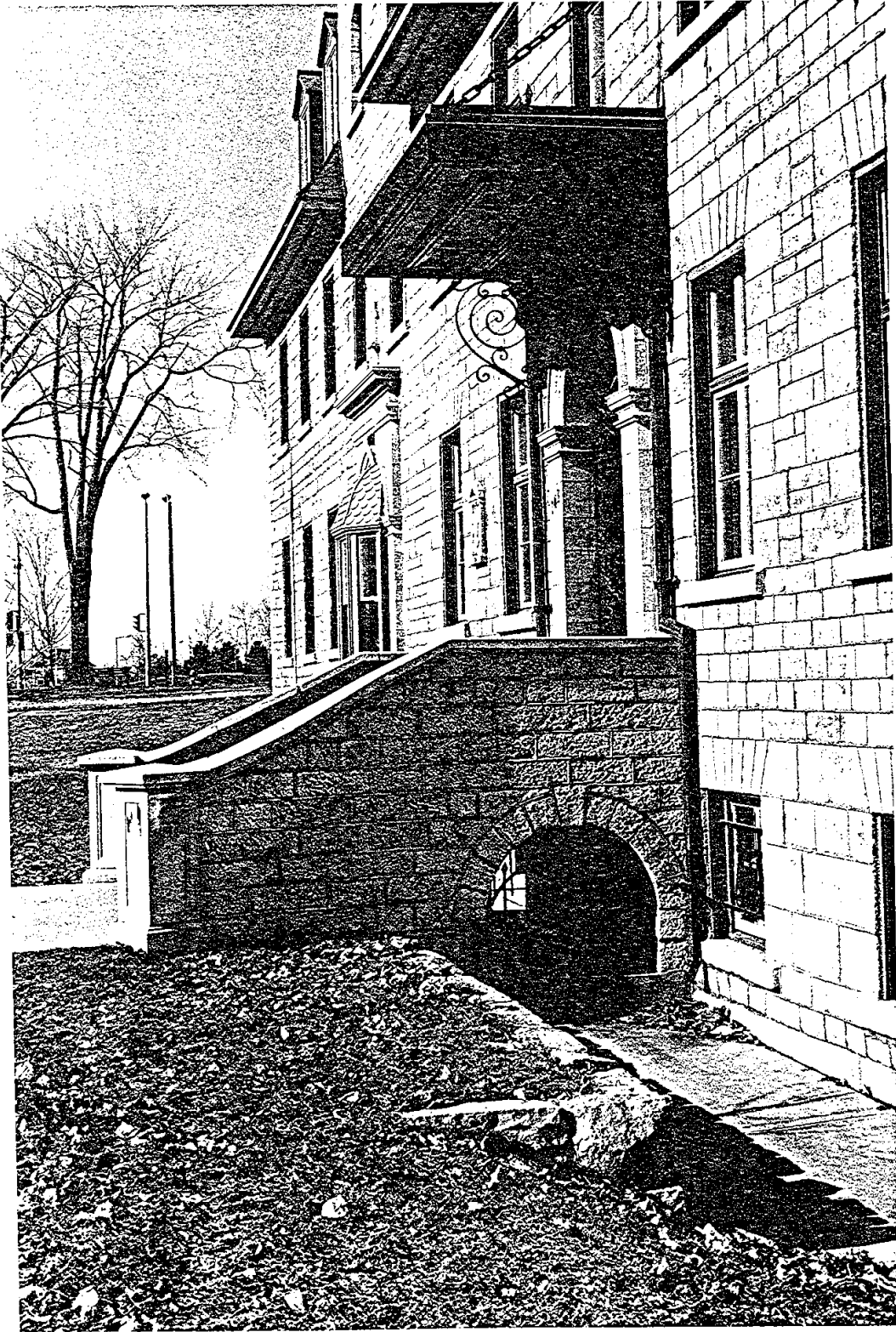
Photograph #13



Detail of addition linking Palace
and Church.

SCHEDULE "B"

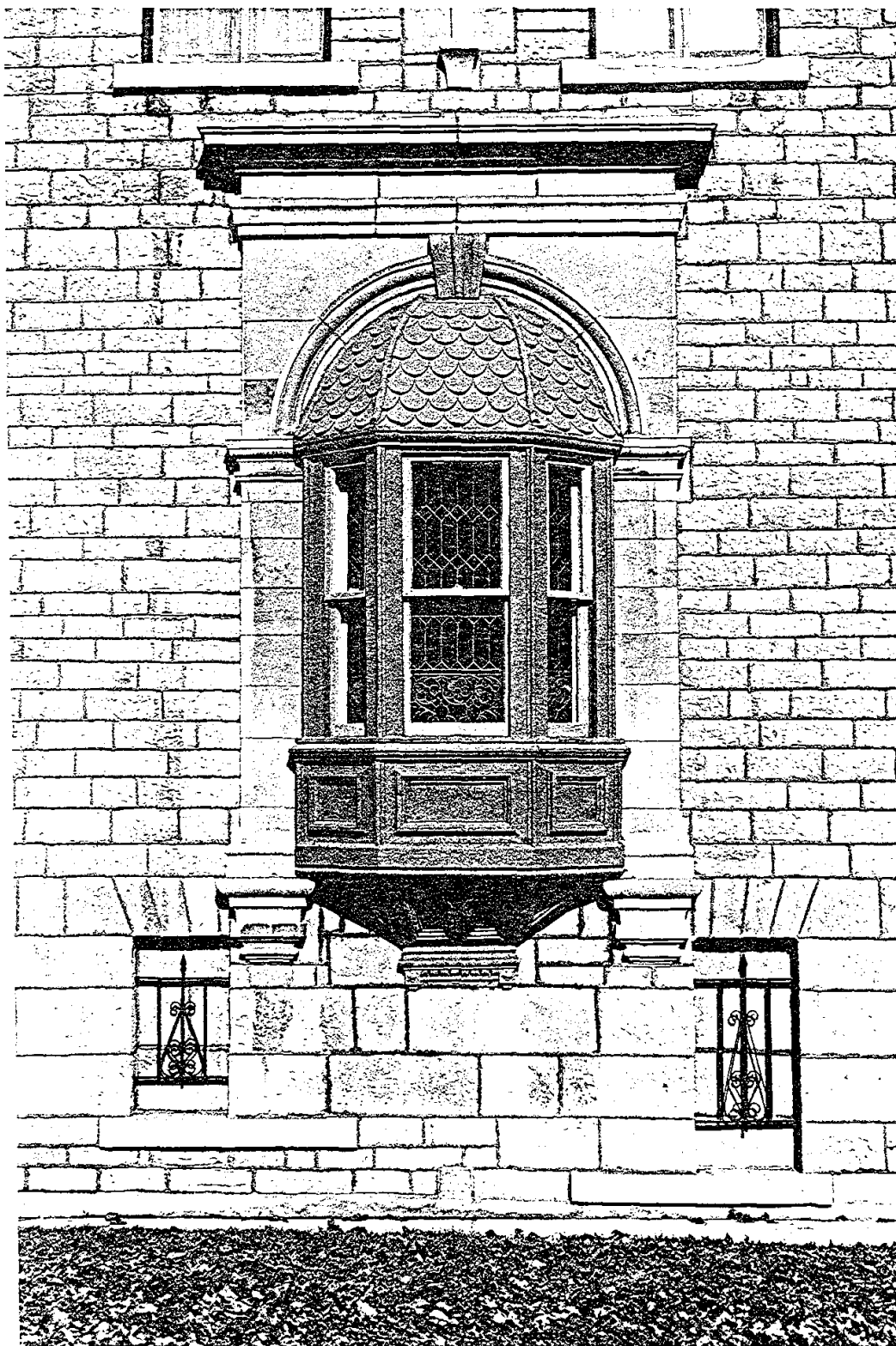
Photograph #14



Detail of main entrance, showing stairway
and metal canopy.

SCHEDULE "B"

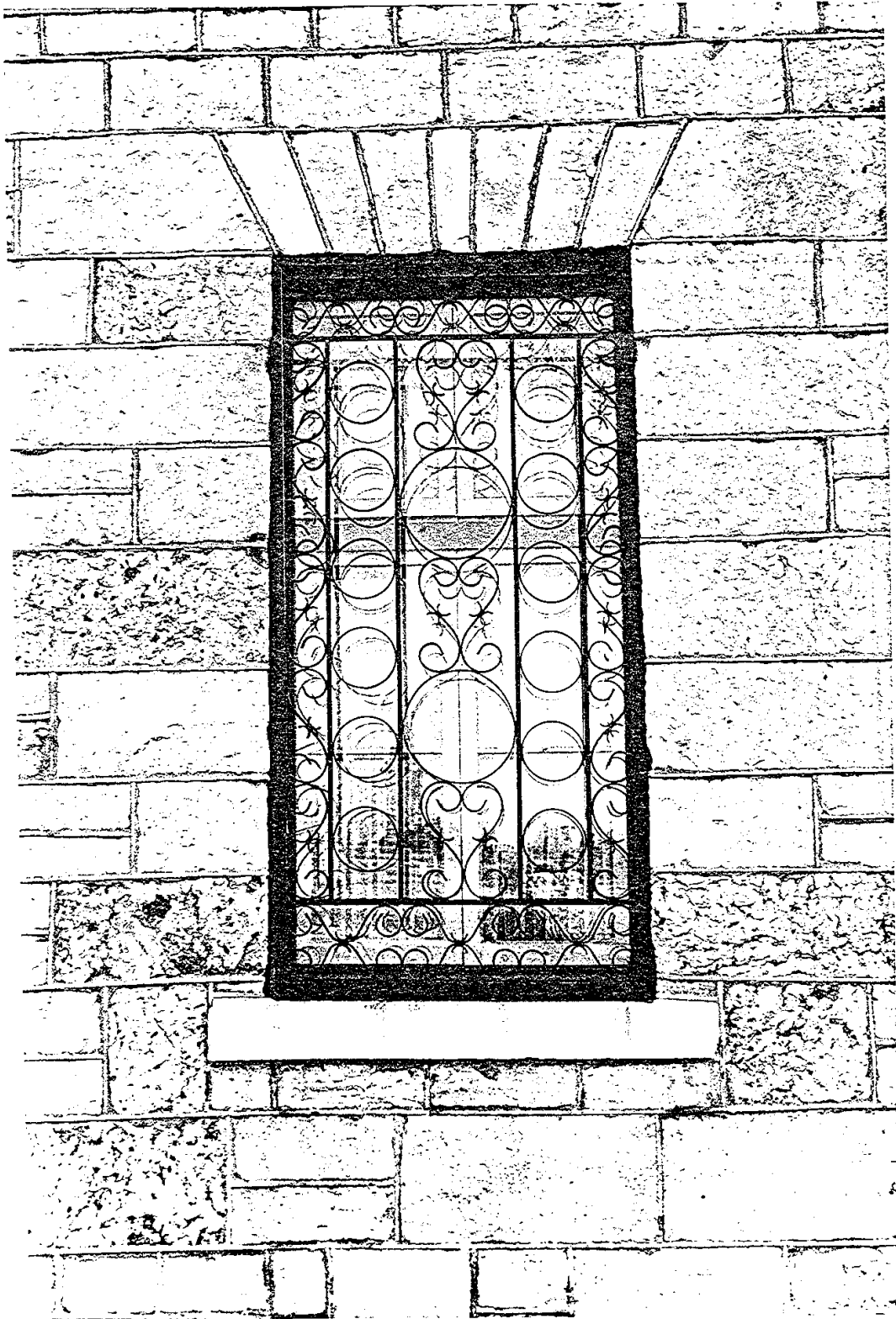
Photograph #15



Detail of oriel window on east side
of main facade.

SCHEDULE "B"

Photograph #16



Detail of casement window and wrought iron grille (centre window, west facade).



Ontario

Ontario
Heritage
Foundation

- C1 -
Certificate of Insurance
SCHEDULE "C"

Name of Insurer

Insurance Agent or Broker

Address

	Telephone
--	-----------

This is to certify that the insurance policy or policies detailed below are in force subject to the terms, conditions and exclusions of the policies.

Kind of Policy	Policy Number	Expiry Date			Amount of Coverage	Form Written
		Day	Month	Year		
Dwelling Policy <input type="checkbox"/> Fire <input type="checkbox"/> All Risk <input type="checkbox"/> Malicious Damage						Optional Loss Settlement Clause <input type="checkbox"/> yes <input type="checkbox"/> no
Commercial Policy <input type="checkbox"/> Fire <input type="checkbox"/> All Risk <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage						<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Replacement Cost Value <input type="checkbox"/> Co-Insurance Clause % _____ <input type="checkbox"/> Stated Amount % _____

Additional Insured

It is hereby provided and agreed that 'The Ontario Heritage Foundation', Queen's Park, Toronto, Ontario is added to the above Policy or Policies as its interests may appear.

It is also understood and agreed the undersigned hereby certifies if any of these policies are cancelled or materially changed before expiry date, so as to affect this Certificate; ten days prior written notice of such change or cancellation will be mailed to The Ontario Heritage Foundation at the above address.

It is also understood in the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the policy, then The Ontario Heritage Foundation shall forthwith give the notice upon becoming aware of the loss and shall deliver as soon as practicable the Proof of Loss.

Name of Insured

Address of Property

Date

Name of Insurer

Signature of Insurer's Official

Department or Title

This Certificate must be signed only by an official of the Insurer.
Signature of an agent or broker is not acceptable.

DOMINION OF CANADA)	IN THE MATTER OF an Easement
PROVINCE OF ONTARIO)	Agreement dated the 26th day of
)	January, 1981, regarding the
TO WIT:)	Archbishop's Palace, being part of
)	Lots 1, 2 and 3 on the North Side
)	of St. Patrick Street according to
)	Plan 42482 for the City of Ottawa,
)	now shown as Part 1 on Plan 5R-5504.

I, Monsignor Roger Morin, of the City of Ottawa, in the Regional Municipality of Ottawa-Carleton, make oath and say:

1. THAT I Monsignor Roger Morin and Alphonse Carrière also of the said City of Ottawa, were both personally present and did see the annexed Easement Agreement duly signed, sealed and executed by the Roman Catholic Episcopal Corporation of Ottawa, and by the Most Reverend Joseph Aurele Plourde, Archbishop of Ottawa, and by JOHN M. BEAHEN and LAURENT TESSIER, the Parties of the First, Third and Fourth Parts thereto.
2. THAT the said Easement Agreement was so executed by the said parties at the City of Ottawa.
3. THAT I am well acquainted with and personally know the Most Reverend Joseph Aurele Plourde and know him to be the Archbishop of Ottawa; that I am well acquainted with and personally know JOHN M. BEAHEN and LAURENT TESSIER and know that the said JOHN M. BEAHEN is Senior Vicar General and that the said LAURENT TESSIER is Diocesan Bursar, selected and named by the said Archbishop for the purpose of consenting to and signing and sealing the said Easement Agreement; and that I know that the Most Reverend Joseph Aurele Plourde and the Parties of the Fourth Part are all of the age of eighteen years or over and that the signatures appearing in the said Deed are in their respective handwritings.
4. THAT the name Monsignor Roger Morin set and subscribed as a witness to the execution of the said Easement Agreement by the Parties of the First, Third and Fourth Parts is of the proper handwriting of me, this deponent, and the name Alphonse Carrière likewise set and subscribed as a witness to the execution of the said Easement Agreement by the aforesaid Parties is of the proper handwriting of the said Alphonse Carrière a second credible witness to such execution.
5. THAT I and the said Alphonse Carrière are subscribing witnesses to the said Deed.

SWORN before me at the City of
Ottawa, in the Regional Municipality
of Ottawa-Carleton, this 14th
day of April, 1981.

WILFRED POWERS, a Commissioner
Judicial Officer of Ottawa-Carleton
for Victoria, Coquitlam, Coquitlam
District, Expires August 29th, 1981
(Commission No. 781046)

Roger Morin, P.H.

Alphonse Carrière
A Commissioner etc.

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Monsignor Roger Morin,
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at Ottawa by Joseph Aurele Plourde

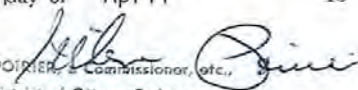
*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Ottawa
in the Regional Municipality of
Ottawa-Carleton

this 14th day of April 19 81.


HELENE POIRIER, Commissioner, etc.,
Judicial district of Ottawa-Carleton
for Vincent, Choquette, Dagenais & Marks,
Barrister, Expires August 29th, 1981
(Commission No. 751046)

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ Joseph Aurele Plourde, Archbishop of Ottawa
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

* If attorney
see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out
inapplicable
clauses.

a) I was not a spouse.

b) ~~We were spouses of one another.~~

c) ~~—was my spouse.~~

**Not a
Matrimonial
Home, etc.
see footnote.

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the City
of Ottawa in the Regional
Municipality of Ottawa-Carleton
this 14th day of April, A.D. 19 81.


A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 12(2) of The Family Law Reform Act, 1978 (for complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Monsignor Roger Morin,
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
at the City of Ottawa, by John M. Beahen

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Ottawa
in the Regional Municipality of
Ottawa-Carleton

this 14th day of April, A.D. 19 81.

HELENE *[Signature]* a Commissioner, etc.
Judge of the *[Signature]*
Law of the *[Signature]*
COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
Barrister, Expires August 24th, 1981
(Commission No. 7810000)

[Signature: Roger Morin, P.H.]

*Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1978

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/~~WE~~ JOHN M. BEAHEN Senior Vicar General
of the City of Ottawa
in the Regional Municipality of Ottawa-Carleton

* If attorney
see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out
inapplicable
clauses.

a) I was not a spouse.

b) ~~We were spouses of one another.~~

c) ~~—was my spouse.~~

**Not a
Matrimonial
Home, etc.
see footnote.

Resident of
Canada, etc.

(SEVERALLY) SWORN before me at the City
of Ottawa in the Regional
Municipality of Ottawa-Carleton
this 14th day of April, A.D. 19 81.

[Signature: Paul R. Degen]
A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

[Signature: John M. Beahen]

*Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 1(2) of The Family Law Reform Act, 1978 (or complete separate affidavit).

AFFIDAVIT OF SUBSCRIBING WITNESS

I, **Monsignor Roger Morin,**
 of the **City of Ottawa**
 in the **Regional Municipality of Ottawa-Carleton**

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed
 at **Ottawa** by **Laurent Tessier**

*See footnote

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the **City of Ottawa**
 in the **Regional Municipality of**
Ottawa-Carleton
 this **14th** day of **April,** **A.D. 19 81.**

Robert Poirer
 ROBERT POIRER, a Commissioner for
 Taking Affidavits, etc.
 A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.
 (Commission Act, 1930-31)

Laurent Tessier

* Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney as attorney for (name of party))"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".

MARCH, 1970

AFFIDAVIT AS TO AGE AND SPOUSAL STATUS

I/WE **Laurent Tessier, Diocesan Bursar,**
 of the **City of Ottawa**
 in the **Regional Municipality of Ottawa-Carleton**

* If attorney
 see footnote

make oath and say: When I executed the attached instrument,

I/~~WE~~ was at least eighteen years old.

Within the meaning of section 1(f) of The Family Law Reform Act, 1978:—

Strike out
 inapplicable
 clauses.

a) I was **not** a spouse.

b) ~~We were spouses of one another.~~

c)

~~was my spouse.~~

**Not a
 Matrimonial
 Home, etc.
 see footnote.

Resident of
 Canada, etc.

(SEVERALLY) SWORN before me at the **City**
 of **Ottawa** in the **Regional**
 Municipality of **Ottawa-Carleton**
 this **14th** day of **April,** **A.D. 19 81.**

Paul R. Poirer
 A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Laurent Tessier

*Where affidavit made by attorney substitutes: "When I executed the attached instrument as attorney for (name), he/she was (spousal status and, if applicable, name of spouse) within the meaning of Section 1(f) of The Family Law Reform Act, 1978, and when he/she executed the power of attorney, he/she had attained the age of majority".

**Where spouse does not join in or consent, see Section 12(2) of The Family Law Reform Act, 1978 (or complete separate affidavit).

The Registry Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of the ~~EXHIBIT~~ an EASEMENT on Part Lots 1, 2 and 3 on the North Side of St. Patrick Street according to Plan 42482 for the City of Ottawa and designated as Part 1 on Plan 5R-5504.

Deed, Mortgage,
Agreement of
Sale, Lease, etc.

AND IN THE MATTER OF A

GRANT OF EASEMENT

THEREOF, FROM

THE ROMAN CATHOLIC EPISCOPAL CORPORATION
OF OTTAWA

TO

THE ONTARIO HERITAGE FOUNDATION

DATED

the 26th day of January, 1981.

I, Joseph Aurele Plourde

of the City of Ottawa in the Regional Municipality of Ottawa-Carleton

MAKE OATH AND SAY AS FOLLOWS:

1. I am Archbishop of Ottawa
named in the above mentioned Instrument, and have knowledge of the matters hereinafter
sworn.

2. The said Instrument, and the conveyance or other dealing with land affected thereby, do not contravene the provisions of The Planning Act, as amended, because

Delete
if not
applicable[illegible]

State
other
reason
if any

The said Grant of Easement operates as a conveyance to Her Majesty the Queen in Right of the Province of Ontario.

SWORN before me

at the City of Ottawa

in the Regional Municipality of
Ottawa-Carleton

this 14th

day of April, A.D. 19 81.

Ronald R. G.

A Commissioner for Taking Affidavits, etc.

The Land Transfer Tax Act, 1974

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) an EASEMENT on Part Lots 1, 2 and 3 on the North Side of St. Patrick Street according to Plan 42482 for the City of Ottawa and designated as Part 1 on Plan 5R-5504

BY (print names of all transferors in full) THE ROMAN CATHOLIC EPISCOPAL CORPORATION OF OTTAWA

TO (see instruction 1 and print names of all transferees in full) THE ONTARIO HERITAGE FOUNDATION

I, (see instruction 2 and print name(s) in full) CHRISTOPHER ZAPF of the City of Toronto in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2)

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
☐ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
☐ (c) A transferee named in the above-described conveyance;

☒ (d) The ~~trustee~~ or solicitor acting in this transaction for (insert name(s) of principal(s)) THE ONTARIO HERITAGE FOUNDATION

described in paragraph(s) (X), (B), (c) above; (strike out references to inapplicable paragraphs)

☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

described in paragraph(s) (a), (b), (c) above. (strike out references to inapplicable paragraphs)

☐ (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable)

and as such, I have personal knowledge of the facts herein deposed to.

2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses f and g of sub-section 1 of section 1 of the Act. (see instruction 3)

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

- (a) Monies paid or to be paid in cash \$2.00
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price) \$ nil
(ii) Given back to vendor \$ nil
(c) Property transferred in exchange (detail below) \$ nil
(d) Securities transferred to the value of (detail below) \$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(f) Other valuable consideration subject to land transfer tax (detail below) \$ nil

(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO

LAND TRANSFER TAX (TOTAL OF (a) to (f)) \$2.00 \$2.00

(h) VALUE OF ALL CHATTELS - items of tangible personal property

(Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c.415, as amended) \$ nil

(i) Other consideration for transaction not included in (g) or (h) above \$ nil

(j) TOTAL CONSIDERATION \$2.00

ALL BLANKS
MUST BE
FILLED IN.
INSERT "NIL"
WHERE
APPLICABLE.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5)
See paragraph 6 below

6. Other remarks and explanations, if necessary The Grantee of the Easement named in the within instrument is an Agent of Her Majesty by Section 11(1) of The Ontario Heritage Act, 1974, S.O. 1974, C.122, accordingly, under Section 2(4) of The Land Transfer Tax Act, no tax is payable by the Grantee.

SWORN before me at the City of Toronto
in the Municipality of Metropolitan Toronto
this 24th day of April 1981

A Commissioner for taking Affidavits, etc.

ANNE BYZKO, Provincial
A Commissioner, etc., for The Ontario
Government of Ontario.

(signature(s))

PROPERTY INFORMATION RECORD

- A. Describe nature of instrument: HERITAGE EASEMENT AGREEMENT
B. (i) Address of property being conveyed (if available) not available
(ii) Assessment Roll No. (if available) not available
C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6)
title not being transferred, therefore assessment rolls not affected
D. (i) Registration number for last conveyance of property being conveyed (if available) 288094 and 8223
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes ☐ No ☒ Not Known ☐
E. Name(s) and address(es) of each transferee's solicitor. Christopher Zapf, Solicitor,
Ministry of Culture and Recreation,
6th Floor,
77 Bloor Street West,
Toronto, Ontario.
M7A 2R9

For Land Registry Office use only

REGISTRATION NO.

Land Registry Office No.

Registration Date

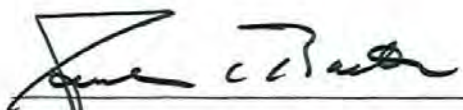
PROVINCE OF ONTARIO)
REGIONAL)
MUNICIPALITY OF)
OTTAWA-CARLETON)

IN THE MATTER OF
The Ontario Heritage
Act, 1974, S. O. 1974,
c. 122, as amended

C O N S E N T

Pursuant to section 10 (1) (b) of The Ontario Heritage Act, 1974, S. O. 1974, c. 122, I, the undersigned Minister of Culture and Recreation for the Province of Ontario, do hereby consent to the execution by The Ontario Heritage Foundation of the attached Easement Agreement dated the 26th day of January, 1981, and do hereby certify that the said Easement Agreement is in accordance with the policies and priorities determined by me for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto the 28th day of April, 1981.



Minister of Culture and Recreation
for the Province of Ontario.

DATED: 26th day of January, 1981

THE ROMAN CATHOLIC EPISCOPAL
CORPORATION OF OTTAWA

- and -

THE ONTARIO HERITAGE
FOUNDATION

- and -

MOST REVEREND JOSEPH AURELE PLOURDE

- and -

RIGHT REVEREND MONSIGNOR
JOHN M. BEAHEN
and REVEREND LAURENT TESSIER

E A S E M E N T
A G R E E M E N T

Ministry of Culture & Recreation
Legal Branch,
Parliament Buildings,
Queen's Park,
Toronto, Ontario.