



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 SUPPLEMENTARY AGREEMENT made the 1st day of
August, 1984.

B E T W E E N

THE REGIONAL MUNICIPALITY OF
OTTAWA-CARLETON,

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

THE ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1980, c. 337,

hereinafter called the "Foundation"

OF THE SECOND PART:

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Ottawa in the Regional Municipality of Ottawa-Carleton and Province of Ontario, Part of Lot 40 in Concession A, Ottawa Front, formerly in the Township of Nepean, Lot 2 and Parts of Lots 1, 3, 4, 5, 8 and 9 in block "O", and Lot 3, Part of Lots 2, 4, 5, 7, 9, 12 and Part of Lot designated "L. Perkins" in Block "K" according to Registered Plan 2 registered in the Land Registry Office for the Registry Division of Ottawa-Carleton (No. 5) and designated as Part 1 on a plan deposited in the said Land Registry Office as 5R-6508 (hereinafter called the "Property");

AND WHEREAS by section 7(c) of the Ontario Heritage Act, R.S.O. 1980, c. 337, 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, 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, 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 Owner and the Foundation entered into an easement agreement (hereinafter called the "Easement Agreement"), dated the 15th day of November, 1982 and registered in the land registry office for the Registry Division of Ottawa-Carleton (No. 5) on the 11th day of March, 1983, as Instrument No. NS182680, for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the Property known as the Fleet Street Pumping Station (hereinafter called the "Facade");

AND WHEREAS paragraph 10.1 of the said Easement Agreement provided for the execution of an agreement (hereinafter called the "Supplementary Agreement") containing photographs, drawings and other documents depicting the Property and the Facade which would be supplemental to and form a part of the said Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other documents depicting the Property and the Facade;

NOW THEREFORE THIS SUPPLEMENTARY 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 Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, the Owner and the Foundation agree as follows:

1. The photographs, drawings and other documents attached hereto and incorporated herein as Schedule "A", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario depict the Property and the Facade and no demolition, construction, re-construction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Property and/or the Facade as depicted in the said photographs, drawings and documents shall be undertaken, permitted or carried out without the prior written approval of the Foundation as described in the Easement Agreement.

2. The Owner and the Foundation acknowledge that the property is an integral part of the water distribution system operated by the Owner, and the Foundation acknowledges that nothing in this agreement shall prevent or impair the ability of the Owner to carry out its primary responsibility, being the distribution of water throughout the Regional Municipality of Ottawa-Carleton.

3. The provisions of this Supplementary Agreement shall be

deemed to be and form a part of the Easement Agreement as if originally included therein and all terms, conditions, covenants, easements and restrictions of the said Easement Agreement shall remain in effect and shall continue to run with the Property forever.

4. This Supplementary Agreement and the Easement Agreement of which it forms a part embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and no understandings, representations or agreements, verbal, collateral or otherwise exist between the parties except as herein expressly set out.

5. This Supplementary Agreement 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.

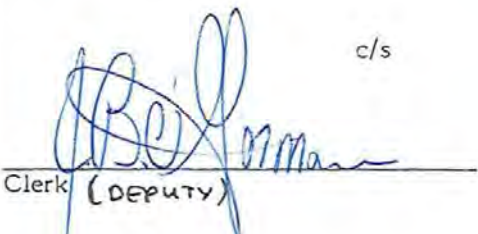
SIGNED, SEALED AND DELIVERED
in the presence of:



) THE REGIONAL MUNICIPALITY OF
) OTTAWA-CARLETON

) Per:

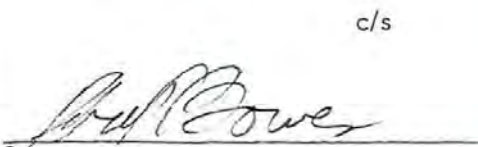
) 
) Chairman

) 
) Clerk (DEPUTY) c/s

) THE ONTARIO HERITAGE
) FOUNDATION

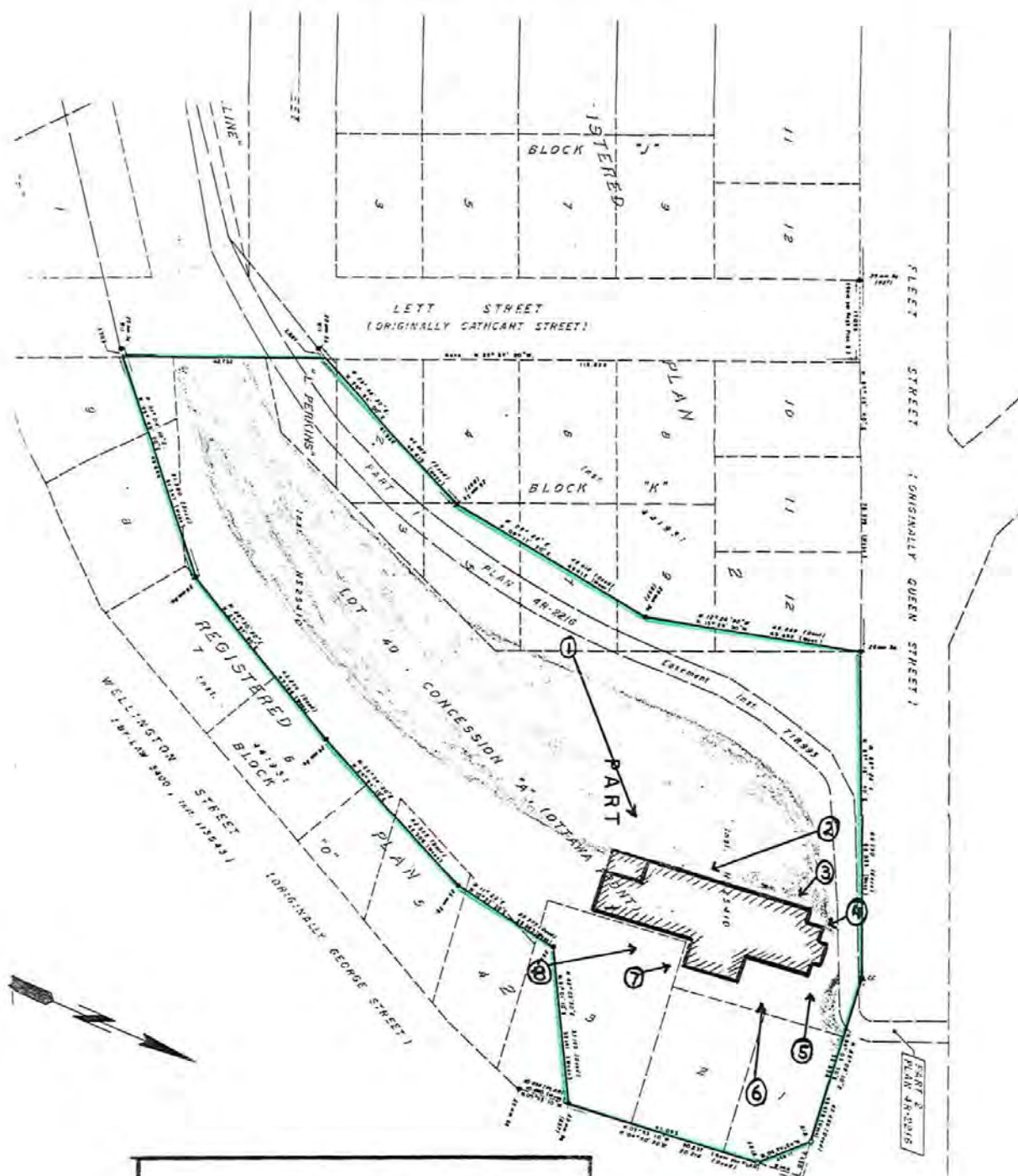
) Per:

) 
) Chairman

) 
) Secretary c/s

SCHEDULE "A"

FLEET STREET PUMPING STATION
LeBreton Flats, Ottawa



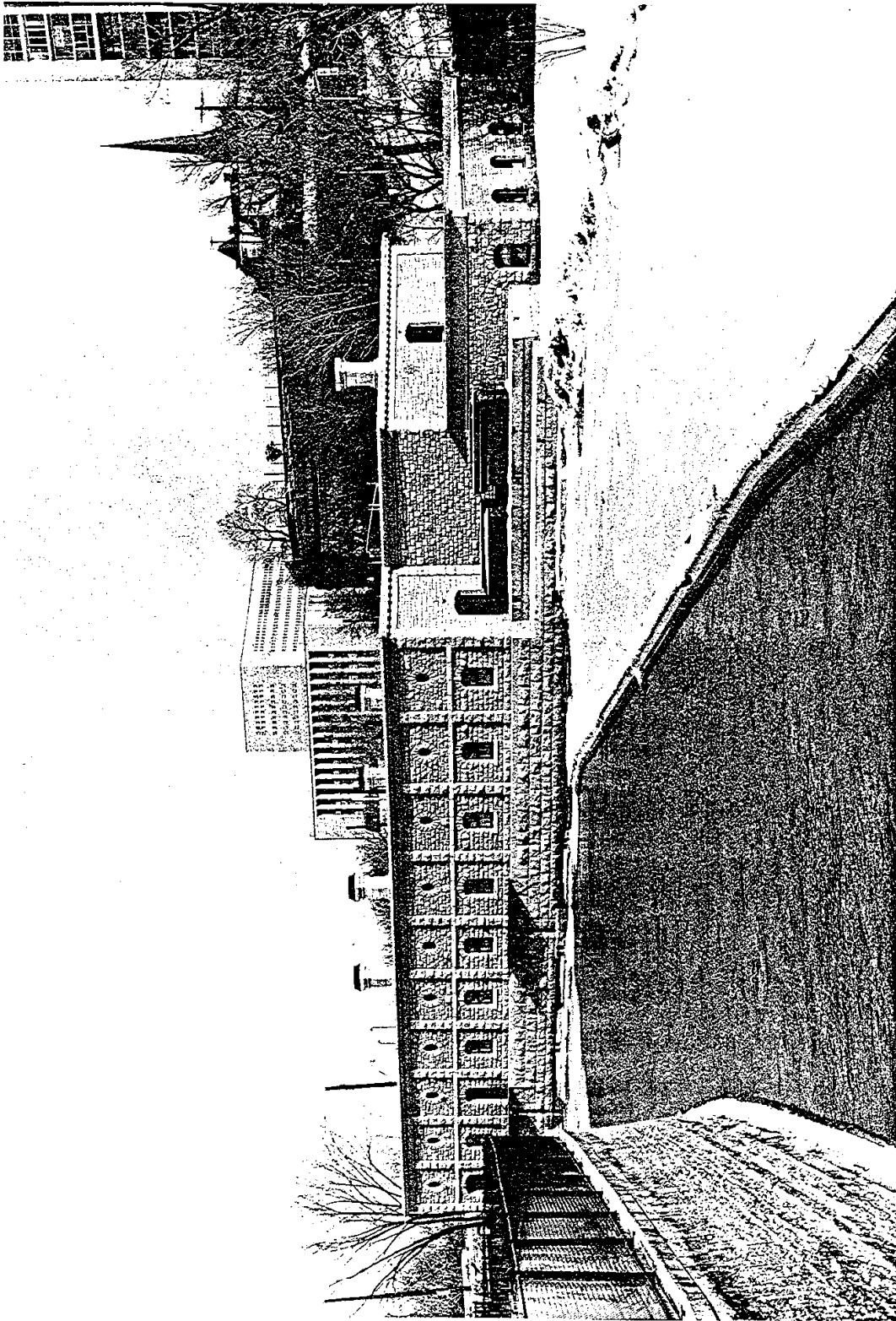
KEY TO PHOTOGRAPHS

-  outline of property subject to easement
-  Pumping Station
-  Sluiceway
-  photo locations

SCHEDULE "A"

Fleet Street Pumping Station, OTTAWA

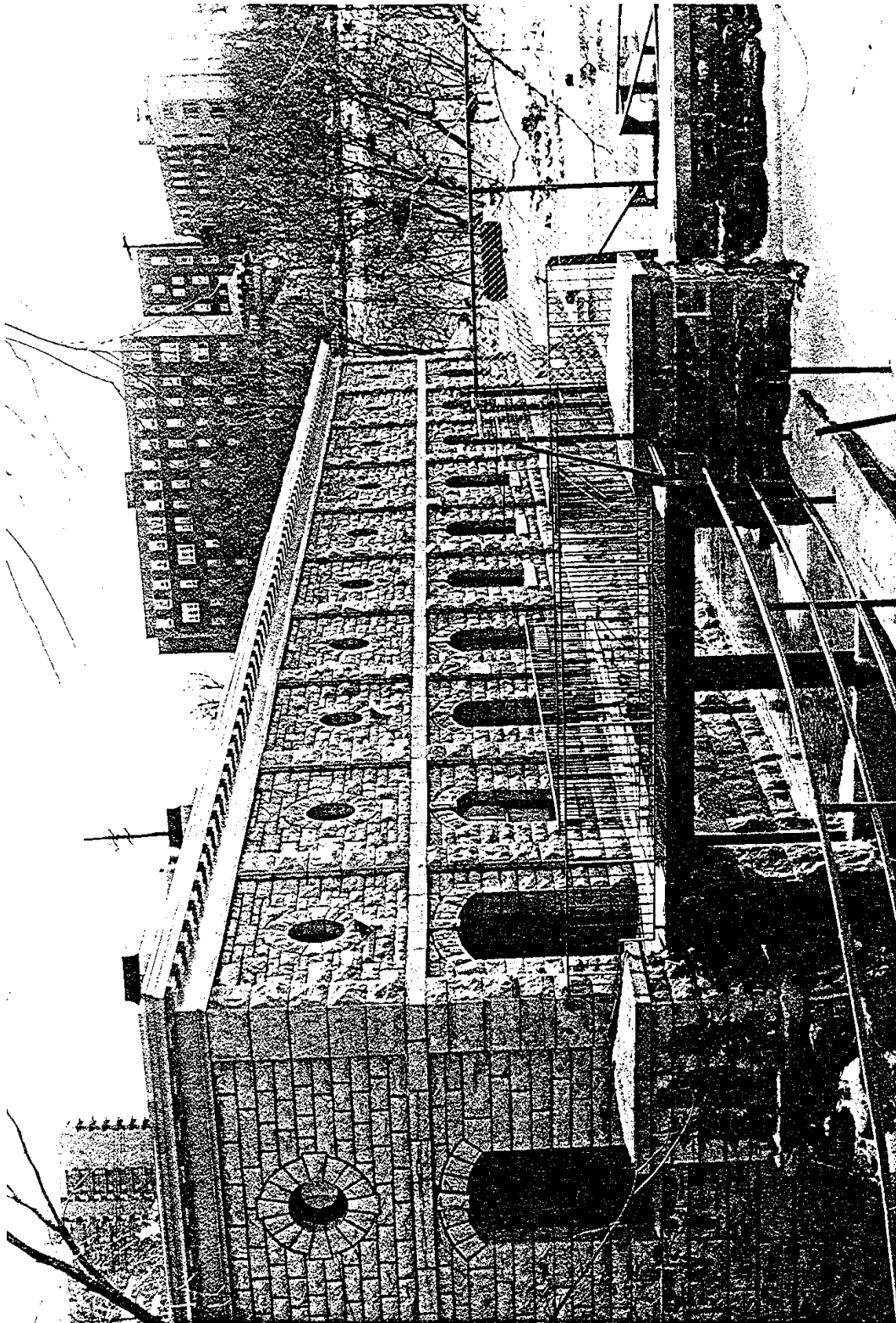
Photograph #1



View of Pumping Station from west showing west and rear (south) facades.

SCHEDULE "A"

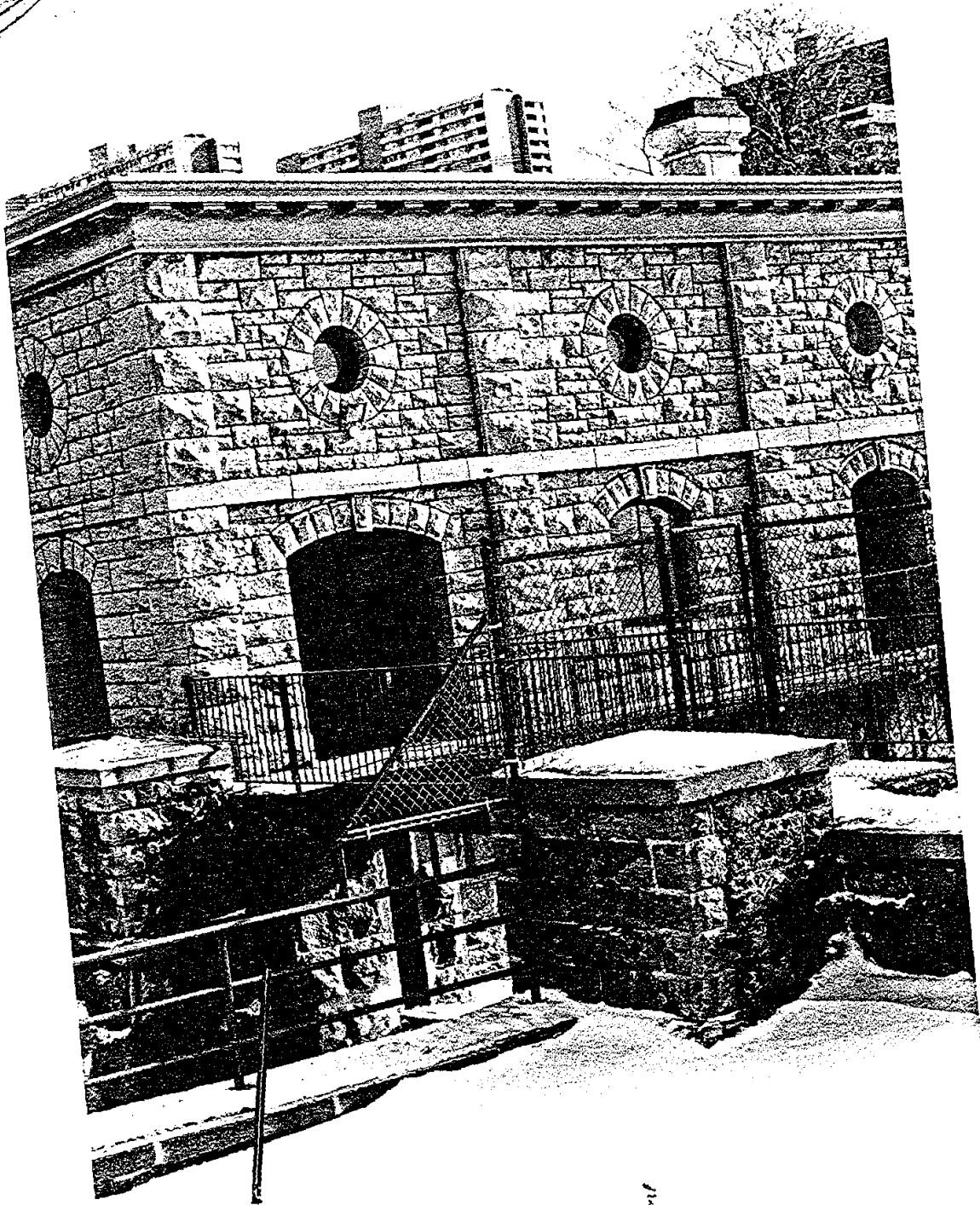
Photograph #2



View of west facade looking south showing sluiceway embankment and floodgate in foreground.

SCHEDULE "A"

Photograph #3

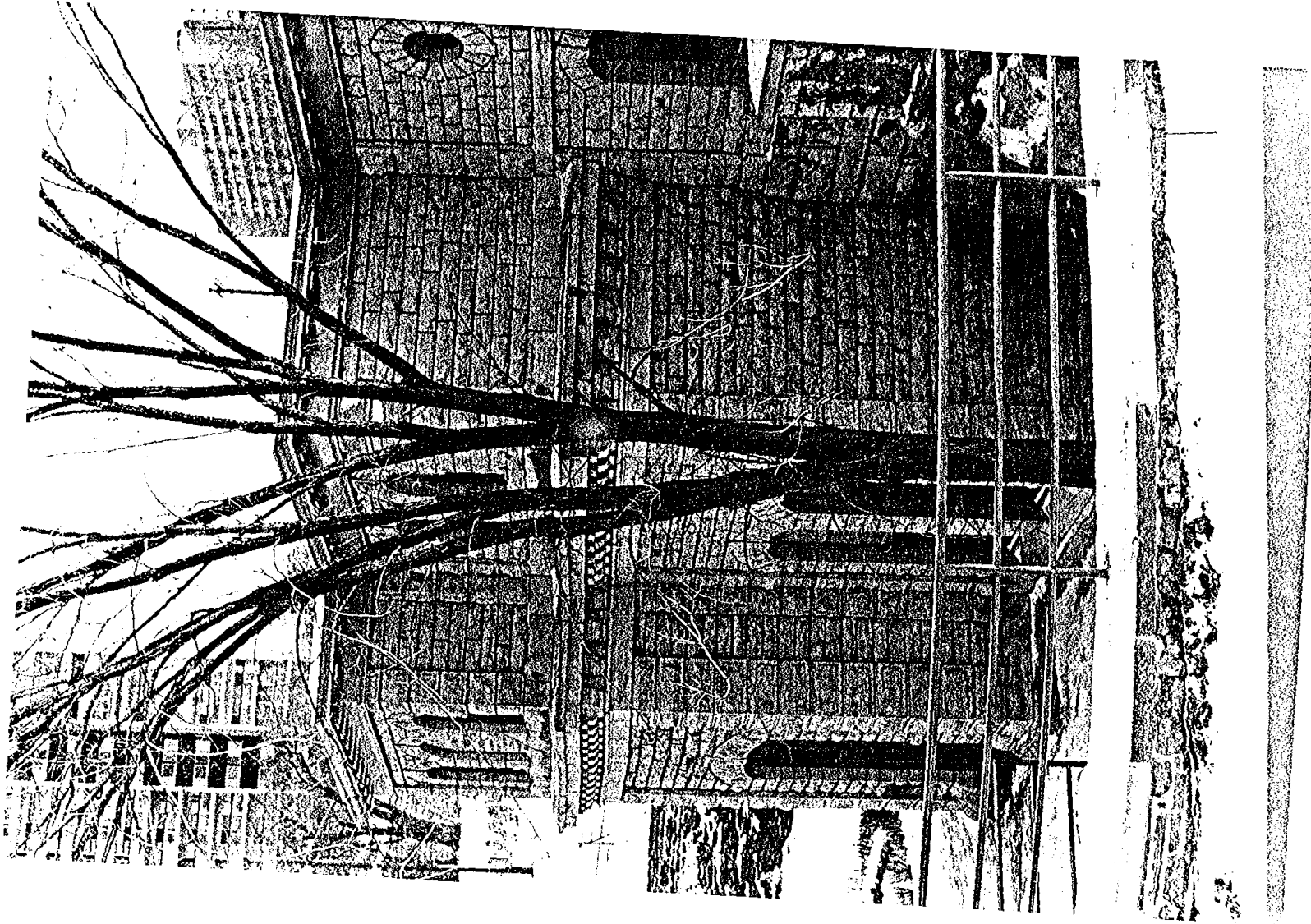


Detail of north-west corner of building showing doorway
with wood panelled doors.

- A5 -

SCHEDULE "A"

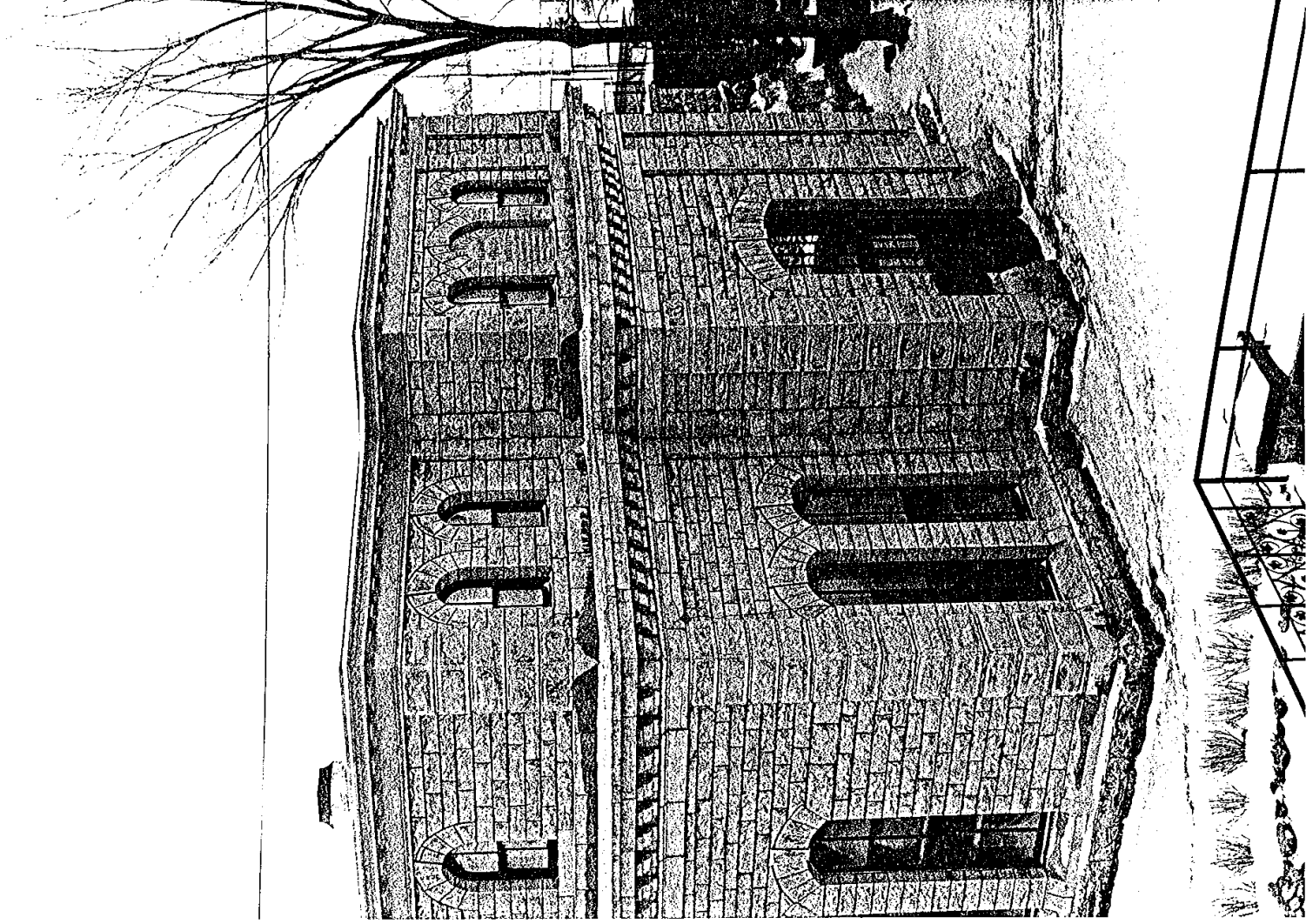
Photograph #4



Main (north) facade looking east.

SCHEDULE "A"

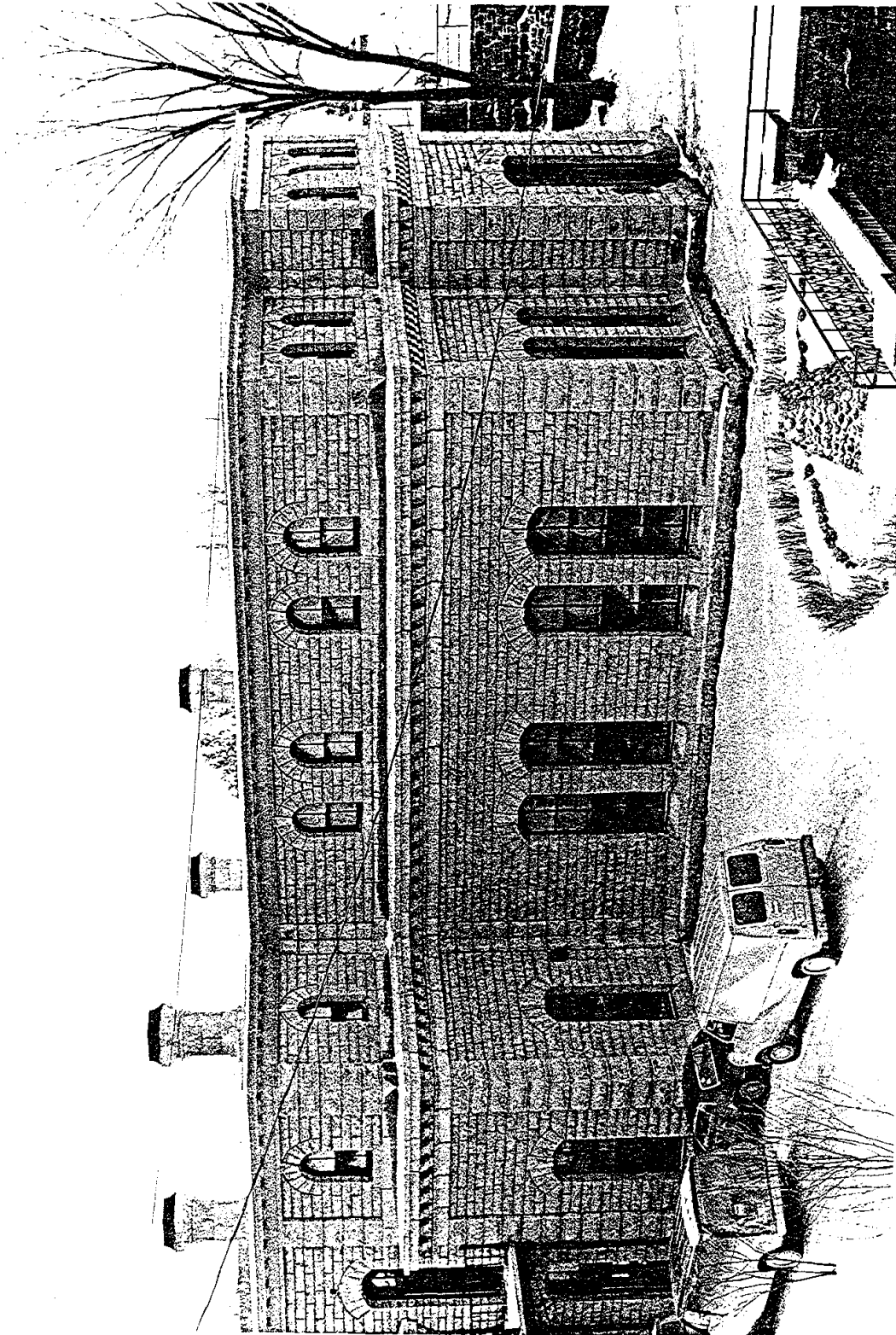
Photograph #5



Main (north) facade looking west.

SCHEDULE "A"

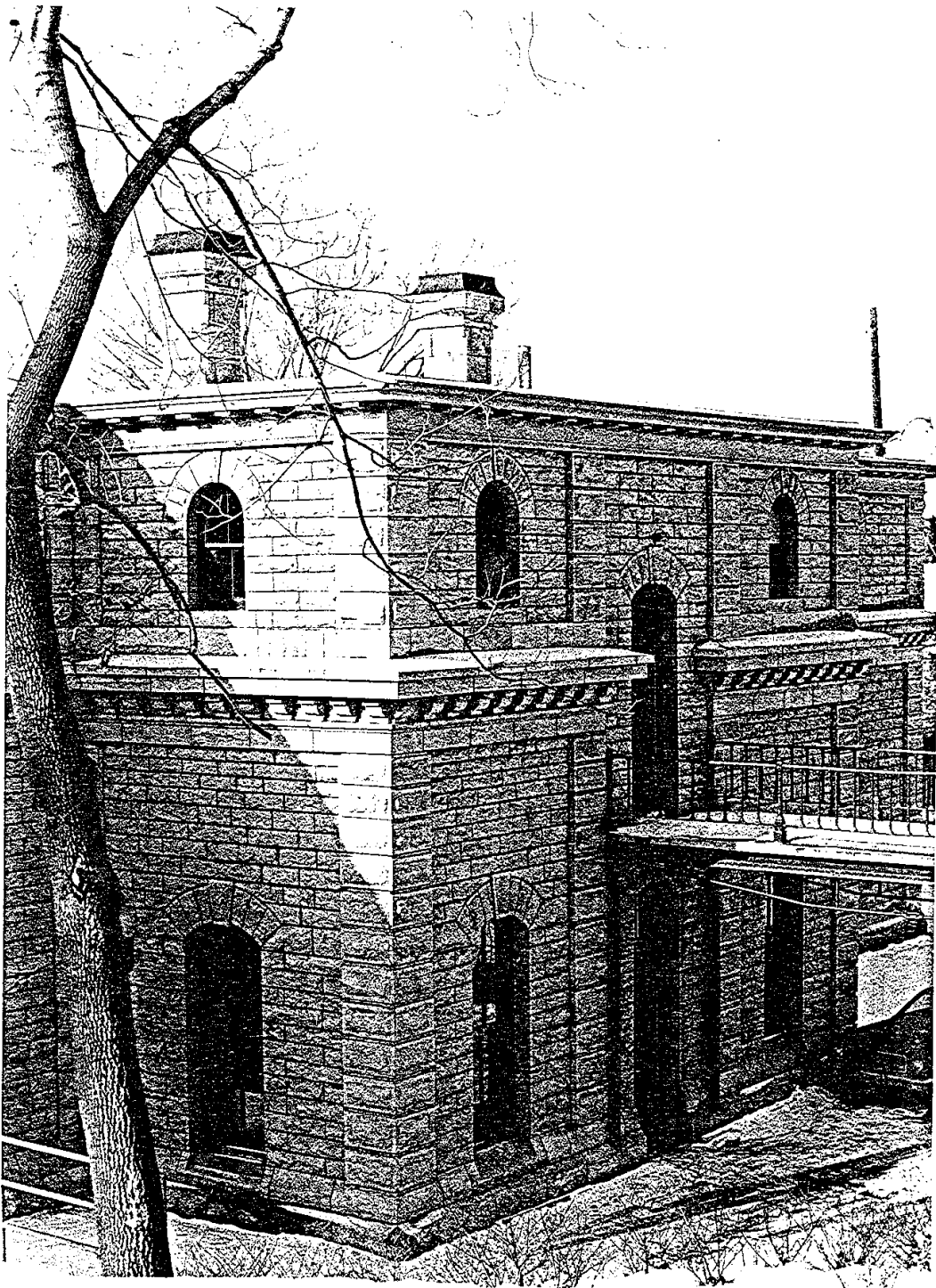
Photograph #6



Partial view of east facade.

SCHEDULE "A"

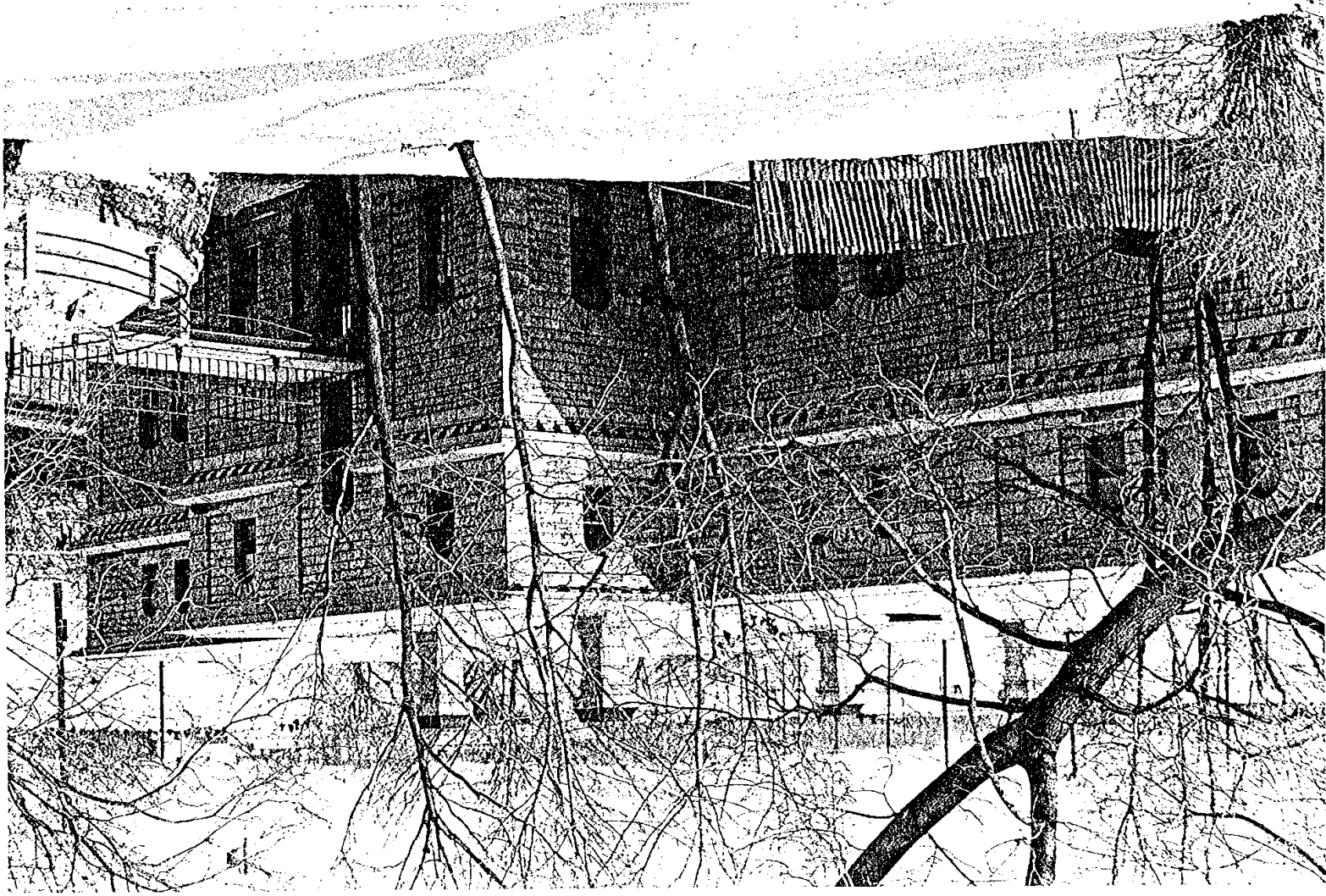
Photograph #7



Projecting section of east facade showing pedestrian bridge to second level doorway.

- A9 -
SCHEDULE "A"

Photograph #8



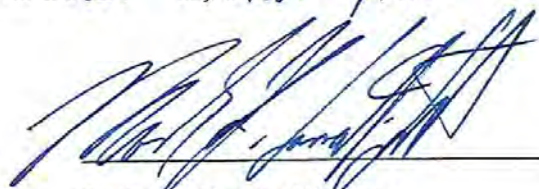
View of east facade looking north-west.

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

C O N S E N T

Pursuant to section 10 (1) (b) of the Ontario Heritage Act, R.S.O. 1980, c. 337, and delegated authority pursuant to section 7 (1) of the Ministry of Citizenship and Culture Act, S.O. 1982, c. 6, I, the undersigned Assistant Deputy Minister Culture Division, Ministry of Citizenship and Culture for the Province of Ontario, do hereby consent to the execution by The Ontario Heritage Foundation of the attached Supplementary Agreement between THE REGIONAL MUNICIPALITY OF OTTAWA-CARLETON, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 1st day of August, 1984, and do hereby certify that the said Supplementary Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto the 22nd day of February, 1985.



Assistant Deputy Minister,
Culture Division, Ministry
of Citizenship and Culture
for the Province of Ontario.

DATED: the 1st day of August, 1984

NS280466

LAND REGISTRY DIVISION
OF OTTAWA-CARLETON (1985)
1 CERTIFY THAT THIS INSTRUMENT
IS VALID

85 MAR 26 P2

Q

THE REGIONAL
MUNICIPALITY OF
OTTAWA-CARLETON

and -

THE ONTARIO HERITAGE
FOUNDATION,

SUPPLEMENTARY
AGREEMENT

Ministry of Citizenship and Culture,
Legal Branch,
77 Bloor Street West,
6th Floor,
Toronto, Ontario.
M7A 2R9

Reg. \$ 47⁰⁰