



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.

FOR OFFICE USE ONLY

N503193
NUMBER / NUMÉRO
CERTIFICATE OF REGISTRATION
CERTIFICAT D'ENREGISTREMENT

SEP 11 P1:57

OTTAWA CARLETON
NO 5
LAND REGISTRAR
REGISTRATEUR

(1) Registry Land Titles (2) Page 1 of 25 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document
EASEMENT AGREEMENT

(5) Consideration
TWO DOLLARS----- Dollars \$2.00

(6) Description
Lots 10 and 11 on the North side of Daly Avenue according to a Plan registered in the Land Registry Office of Ottawa-Carleton (No.5) as Plan No.6 in the City of Ottawa, Regional Municipality of Ottawa-Carleton.

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch (b) Schedule for: Description Additional Parties Other

(8) This Document provides as follows:

Easements and Covenants pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1980, c.337.

See Easement Agreement attached.

Continued on Schedule

(9) This Document relates to instrument number(s)
182630

(10) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
THE ONTARIO HERITAGE FOUNDATION *[Signature]* 1987 12 14
(the "Foundation") by its solicitor Michael P. Brady

(11) Address for Service 77 Bloor Street West, 2nd Floor, Toronto, Ontario. M7A 2R9

(12) Party(ies) (Set out Status or Interest)
Name(s) Signature(s) Date of Signature
Y M D
THE INCUMBENT RECTOR AND "Trustees"
CHURCHWARDENS OF ST. ALBAN
THE MARTYR CHURCH

(13) Address for Service 454 King Edward Avenue, Ottawa, Ontario. K1N 7M8

<p>(14) Municipal Address of Property</p> <p>St. Alban The Martyr Anglican Church 125 Daly Avenue Ottawa, Ontario. K1N 6E6</p>	<p>(15) Document Prepared by:</p> <p>Legal Branch Ministry of Citizenship and Culture 77 Bloor Street West, 4th Floor Toronto, Ontario. M7A 2R9</p>	Fees and Tax	
		Registration Fee	22.00
			LEADER NIT
		Total	

SCHEDULE

THIS EASEMENT AGREEMENT made as of the 1st day of
January, 1987.

B E T W E E N

THE INCUMBENT RECTOR
AND CHURCHWARDENS
OF ST. ALBAN THE MARTYR CHURCH,
in the City of Ottawa
and Province of Ontario,
being a Parish of the Anglican Church
of Canada in the Diocese of Ottawa,

hereinafter called the "Trustees"

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 certain lands and premises in the City of Ottawa,
in the Regional Municipality of Ottawa-Carleton and Province of Ontario, being
composed of City Building Lots Numbers Ten (10) and Eleven (11) on the North Side
of Daly Street according to a Plan registered in the Land Registry Office of
Ottawa Carleton (No. 5) as Plan No. 6 for the said City of Ottawa (hereinafter
called the "Property"), on which is situated the Church of St. Alban the Martyr of
the Anglican Church in Canada (hereinafter called "St. Alban's") are vested in the
Trustees in trust for the congregation of St. Alban's;

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 Trustees and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property and the present historical, architectural, aesthetic and scenic character and condition of the exterior of St. Alban's (hereinafter called the "Facade");

AND WHEREAS the congregation of St. Alban's has, by resolution pursuant to Section 11 of the Religious Organizations' Lands Act, R.S.O. 1980, c. 448, a copy of which is attached hereto as Appendix "A" approved the granting of the easements and the entering into of the covenants herein by the Trustees;

AND WHEREAS the Trustees and the Foundation entered into an agreement to grant an easement, dated the 1st day of September, 1982, and deposited in the Registry Office for the Registry Division of Ottawa-Carleton, on the 11th day of March, 1983, as Instrument No. 182630, for the restoration of St. Alban's, whereby the Trustees covenanted to enter into an easement agreement (hereinafter called the "Agreement") in compliance with certain conditions of the Foundation (which have now been fulfilled) and to this end, the Trustees and the Foundation do hereby enter into this Agreement;

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 Trustees (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 Trustees and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property for a period of 99 years from the 1st day of January, 1987.

1.0 Duties Of Trustees

1.1 Normal Repairs And Alterations

The Trustees 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 of St. Alban's, as depicted in the copies of the photographs, drawings and other documents attached hereto and incorporated herein as Appendix "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 8.1 of this Agreement. If the approval of the Foundation is given or deemed to be given under this paragraph, the Trustees, 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 Trustees 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 Appendix "B" to this Agreement and in the originals or facsimiles thereof filed in the Archives of Ontario.

1.2 Insurance

The Trustees shall at all times during the currency of this Agreement keep St. Alban's insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of St. Alban's i.e., the cost of constructing a building by modern techniques and in modern style sufficient for the congregation of St. Alban's as it stands from time to time. The Trustees shall have a form as set out in Appendix "C" attached hereto completed and certified by their 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 Trustees fail to so insure St. Alban's, or if any such insurance on St. Alban's 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 Trustees to the Foundation, or if not, shall be a debt due and owing forthwith to the Foundation and recoverable from the Trustees by action in a court of law. All proceeds receivable by the Trustees under any fire and extended coverage insurance policy or policies on St. Alban's shall, on the written

demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of St. Alban's to the fullest extent possible having regard to the particular nature of St. Alban's, the cost of such work and any subsequent mortgages registered against the title to the Property. The Trustees' financial liability to replace, rebuild, restore or repair St. Alban's if it has been damaged or destroyed shall not exceed the proceeds receivable by the Trustees under any fire and extended coverage insurance policy or policies. In the event that St. Alban's is damaged or destroyed and the proceeds receivable by the Trustees under any fire and extended coverage insurance policy or policies are insufficient to effect a partial or complete restoration of St. Alban's, 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 Trustees of the Foundation's intention to do so within forty (40) days after receiving from the Trustees (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 Demolition

The Trustees shall notify the Foundation of any damage or destruction to St. Alban's within ten (10) clear days of such damage or destruction occurring. In the event that St. Alban's 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 St. Alban's, the Trustees shall, in writing within sixty (60) days of the giving by the Trustees of notice of such damage or destruction, request written approval of the Foundation to demolish St. Alban's, 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 St. Alban's. 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 forty (40) days of the receipt thereof.

1.4 Reconstruction By Trustees

If the Foundation does not give the approval referred to in paragraph 1.3, or if the Trustees have not requested the approval referred to in paragraph 1.3, the Trustees shall replace, rebuild, restore or repair St. Alban's to the limit of any proceeds receivable under any fire and extended coverage insurance policy or policies on St. Alban's 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 St. Alban's. Before the commencement of such work, the Trustees shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Facade to the Foundation for its written approval within the following time period:

- i) if the Trustees have not requested the approval referred to in Paragraph 1.3, then one hundred and thirty (130) days of the damage or destruction to St. Alban's; and
- ii) if the Trustees have requested the said approval, then sixty (60) days after the requirement of the Foundation to rebuild.

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 Trustees 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 thirty (30) days of the receipt of such request by the Foundation. The Trustees shall cause all replacement, rebuilding, restoration and repair work on the Facade to be commenced within thirty (30) days of the approval by the Foundation of the plans and specifications or as soon as possible thereafter if factors beyond their control prevent commencement within the said (30) days, and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Trustees shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Foundation.

1.5 Reconstruction By Foundation

In the event that the request to demolish St. Alban's is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Trustees fail to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Facade pursuant to paragraph 1.4 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to St. Alban's, the Foundation may prepare its own set of plans and specifications for the replacement, rebuilding, restoration or repair of the Facade. The Trustees shall have sixty (60) days from receiving a copy of such plans and specifications to notify the Foundation in writing that they intend to replace, rebuild, restore or repair the Facade in accordance with those plans and specifications. If the Trustees do not so notify the Foundation within the said sixty (60) days, the Foundation may prepare its own set of plans and specifications for St. Alban's and may proceed with replacing, rebuilding, restoring or repairing St. Alban's up to the value of any insurance proceeds receivable by the Trustees 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 Trustees shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Trustees 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 St. Alban's according to its own set of plans and specifications, as hereinbefore mentioned, within sixty (60) days after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Trustees or any tenant or agent of the Trustees or by any other factors beyond its control, the Foundation's rights under this paragraph shall automatically terminate and the Trustees shall be entitled to retain the proceeds receivable under any fire and extended coverage insurance policy or policies and to demolish St. Alban's.

1.6 Maintenance Of St. Alban's

The Trustees shall at all times maintain St. Alban's 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.

1.7 Signs, Structures, Etc.

The Trustees shall not erect or permit the erection on the Property or on St. Alban's of any permanent signs, awnings, storms and screens, television aerials or other similar type objects, excepting only commemorative plaques if such are affixed in an appropriate location and in a tasteful manner so that no damage occurs to the fabric of St. Alban's, 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.

1.8 No Act Of Waste

The Trustees shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Trustees 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 St. Alban's or the Property, or (ii) causing any damage to St. Alban's;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

1.9 Remedies Of Foundation

If the Trustees have neglected or refused to perform any of their obligations as set out in this Agreement, the Foundation may, in addition to any of its other legal or equitable remedies, serve on the Trustees a notice setting out particulars of the breach and of the Foundation's estimated maximum costs of remedying the breach. The Trustees shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Foundation for remedying the breach. If within those thirty (30) days the Trustees have not remedied the breach or made arrangements satisfactory to the Foundation for remedying the breach, or if the Trustees do not carry out the said arrangements within a reasonable period of time, the Foundation may enter upon the Property and may carry out the Trustees' obligations and the Trustees 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 Trustees, be a debt owed by the Trustees to the Foundation and recoverable by the Foundation by action in a court of law.

1.10 Waiver

The failure of the Foundation at any time to require performance by the Trustees 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.

1.11 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 Trustees 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 Trustees expressly reserve for themselves, their 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 St. Alban's upon prior written notice to the Trustees of at least twenty-four (24) hours.

4.0 Notice Of Easement

4.1 Plaque

The Trustees agree to allow the Foundation to erect a plaque on the Property or on St. Alban's, 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 Trustees agree to allow the Foundation to publicize the existence of the easement.

5.0 Access To Public

5.1 The Trustees shall use their best efforts to ensure that members of the public are allowed reasonable access to St. Alban's, during daylight hours, and upon reasonable notice to the Trustees.

6.0 Severability Of Covenants

6.1 Proper Covenants Not To Terminate

The Trustees 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.

7.0 Dissolution Of Foundation

7.1 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.

8.0 Notice

8.1 Addresses Of Parties

Any requests for approval under this Agreement and the Foundation's replies to such requests shall be delivered in person or by prepaid ordinary mail to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

THE TRUSTEES

St. Alban the Martyr
Anglican Church,
454 King Edward Avenue,
Ottawa, Ontario.
K1N 7M8

and

The Incorporated
Synod of the Diocese
of Ottawa,
Diocesan Offices,
71 Bronson Avenue,
Ottawa, Ontario,
K1R 6G6

Attn: Rector

THE FOUNDATION

Attn: Diocesan
Executive Officer

The Ontario Heritage Foundation,
~~Parliament Buildings, 77 BLOOR ST. W.,~~
~~Queen's Park,~~ 2ND FLOOR
Toronto, Ontario.
M7A 2R9

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

8.2 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 8.1. 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.

8.3 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 8.1, 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.

9.0 Indemnification

9.1 Non Liability of Foundation

The Trustees 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 pursuant to this Agreement by the Owner, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Foundation its agents, servants or workmen pursuant to paragraphs 1.5 and 1.9.

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 Trustees in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or St. Alban's.

11.2 Notice To Foundation

The Trustees shall immediately notify the Foundation in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or St. Alban's.

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:

INCUMBENT AND CHURCHWARDENS
FOR THE TIME BEING OF
ST. ALBAN THE MARTYR CHURCH

Per:

W. James Robinson
Witness

G. Kent Doe
Rector G. KENT DOE

W. James Robinson
Witness

Paul R. Walsh
Warden PAUL R. WALSH

W. James Robinson
Witness

John Donald
Warden JOHN DONALD

THE ONTARIO HERITAGE
FOUNDATION

Per:

Richard A. Alway
Chairman
RICHARD ALWAY

c/s

Carl Thorpe
Secretary
CARL THORPE

RAA

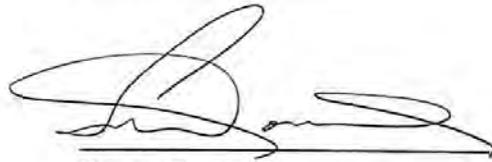
APPENDIX "A"

The following Resolution is an extract from the Minutes of a Special Meeting of the Vestry of the Church of St. Alban the Martyr, in the City of Ottawa, Ontario, held on Tuesday, August 10, 1982.

MOVED by G. T. White that this Vestry give the Rector and Wardens authority to enter into an agreement to grant an easement to The Ontario Heritage Foundation
SECONDED by A. T. Relf and CARRIED

Dated at Ottawa this *22* day of *FEBRUARY*, 1987.

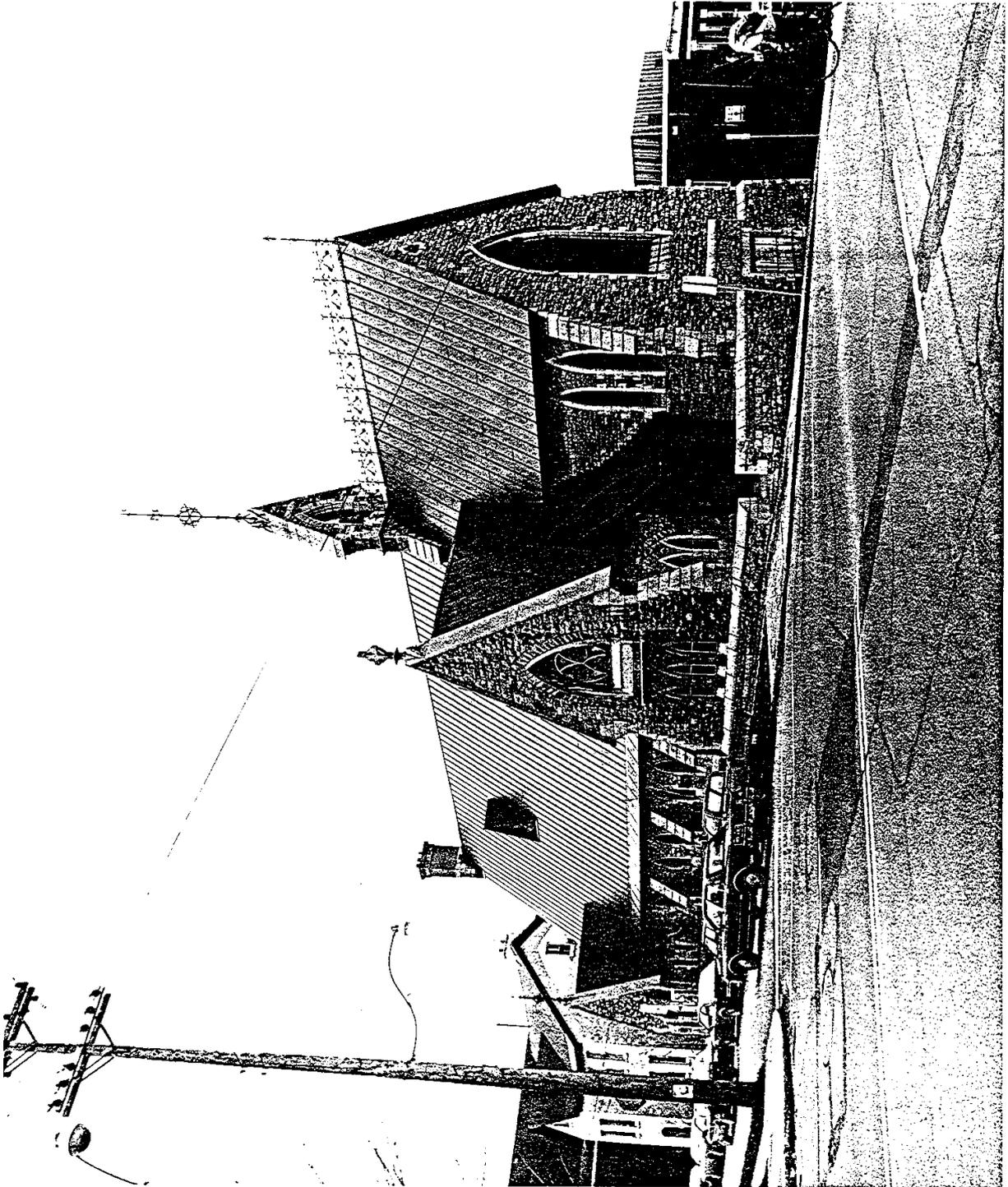
Certified a True Copy,

A handwritten signature in black ink, appearing to be 'D. J. Relf', written over a horizontal line.

Vestry Clerk

APPENDIX "B"

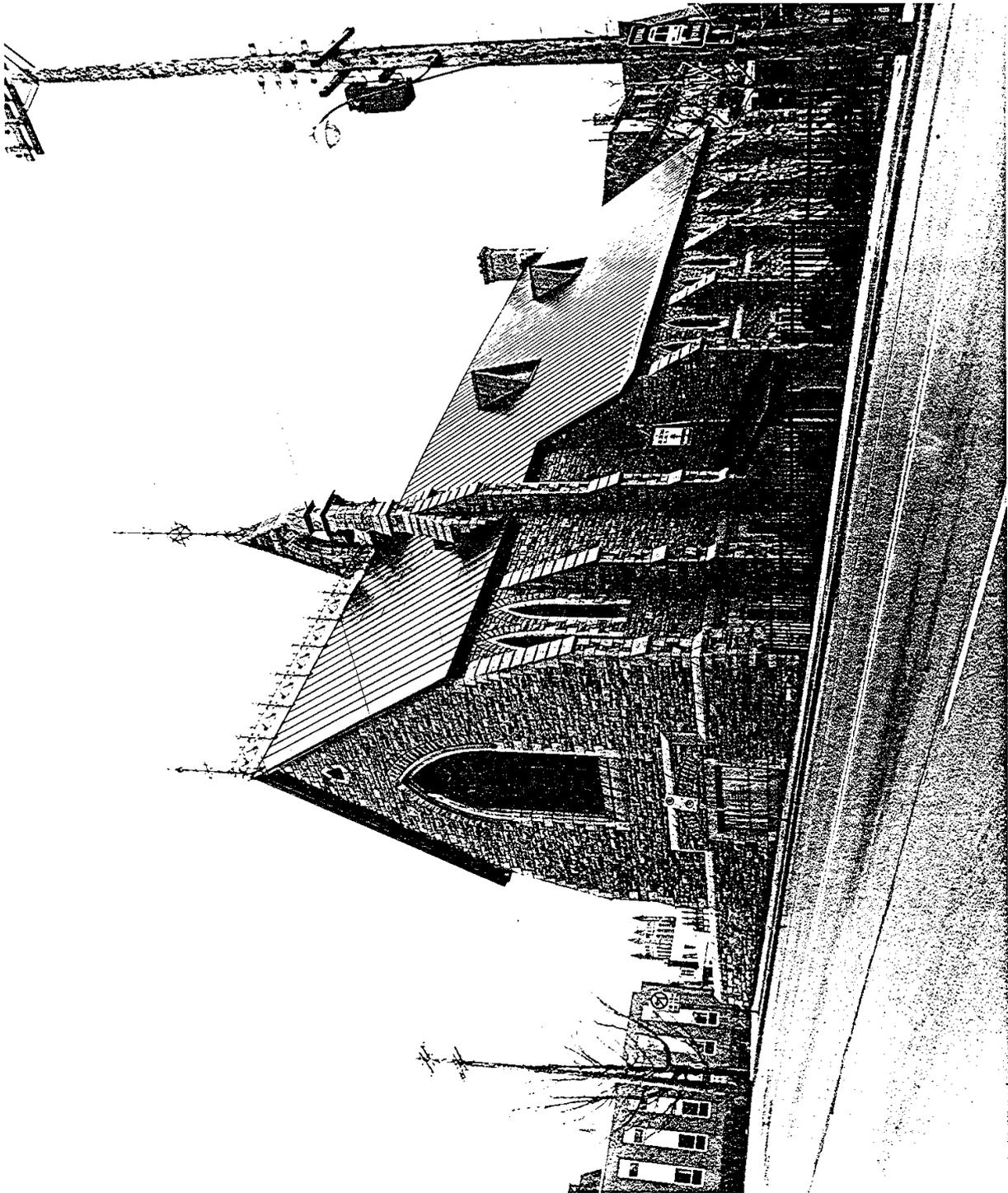
Photograph #1



View of Church looking north-west from across the intersection of Daly Avenue and King Edward Avenue.

APPENDIX "B"

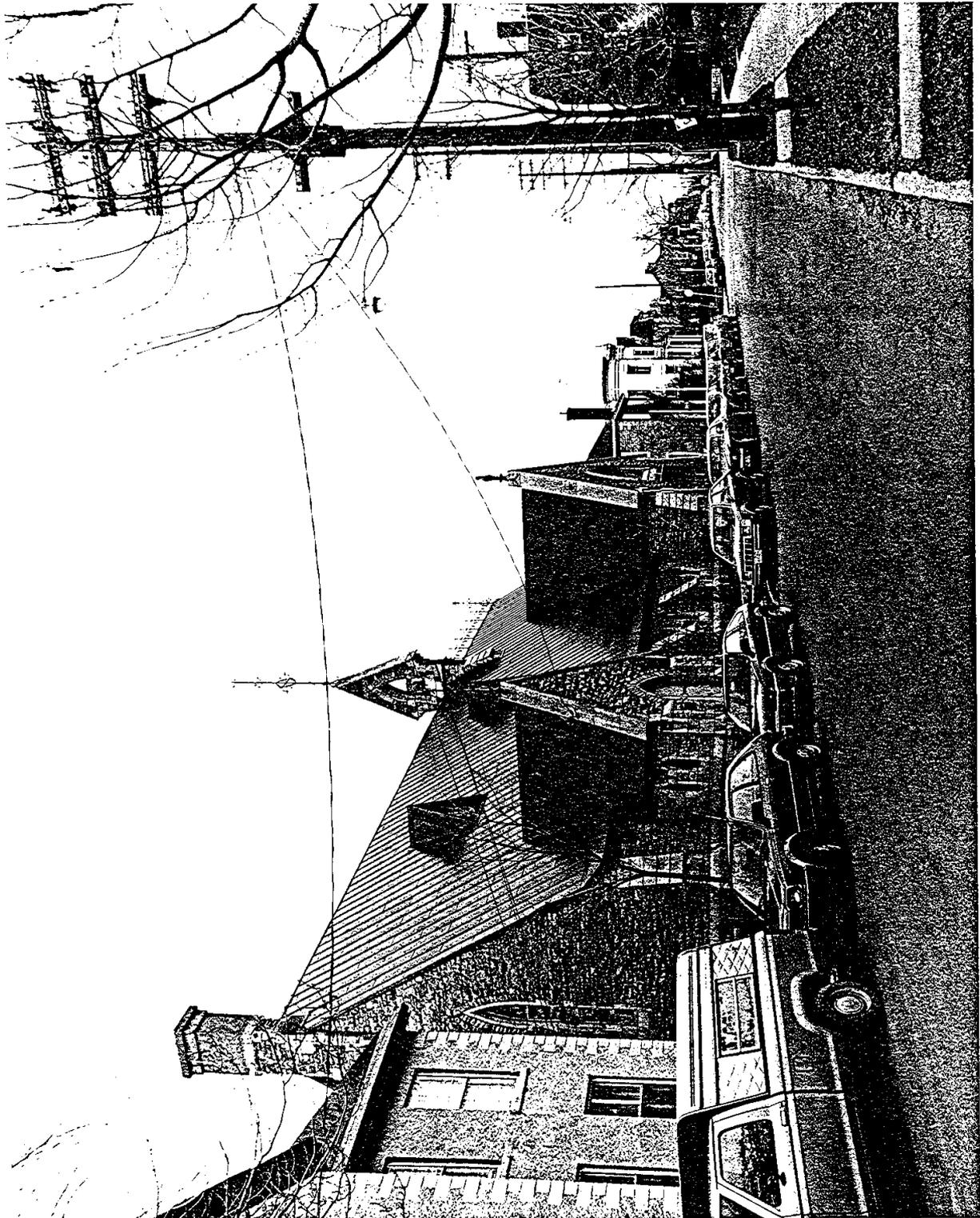
Photograph #4



East and north elevations of Church from across King Edward Avenue.

APPENDIX "B"

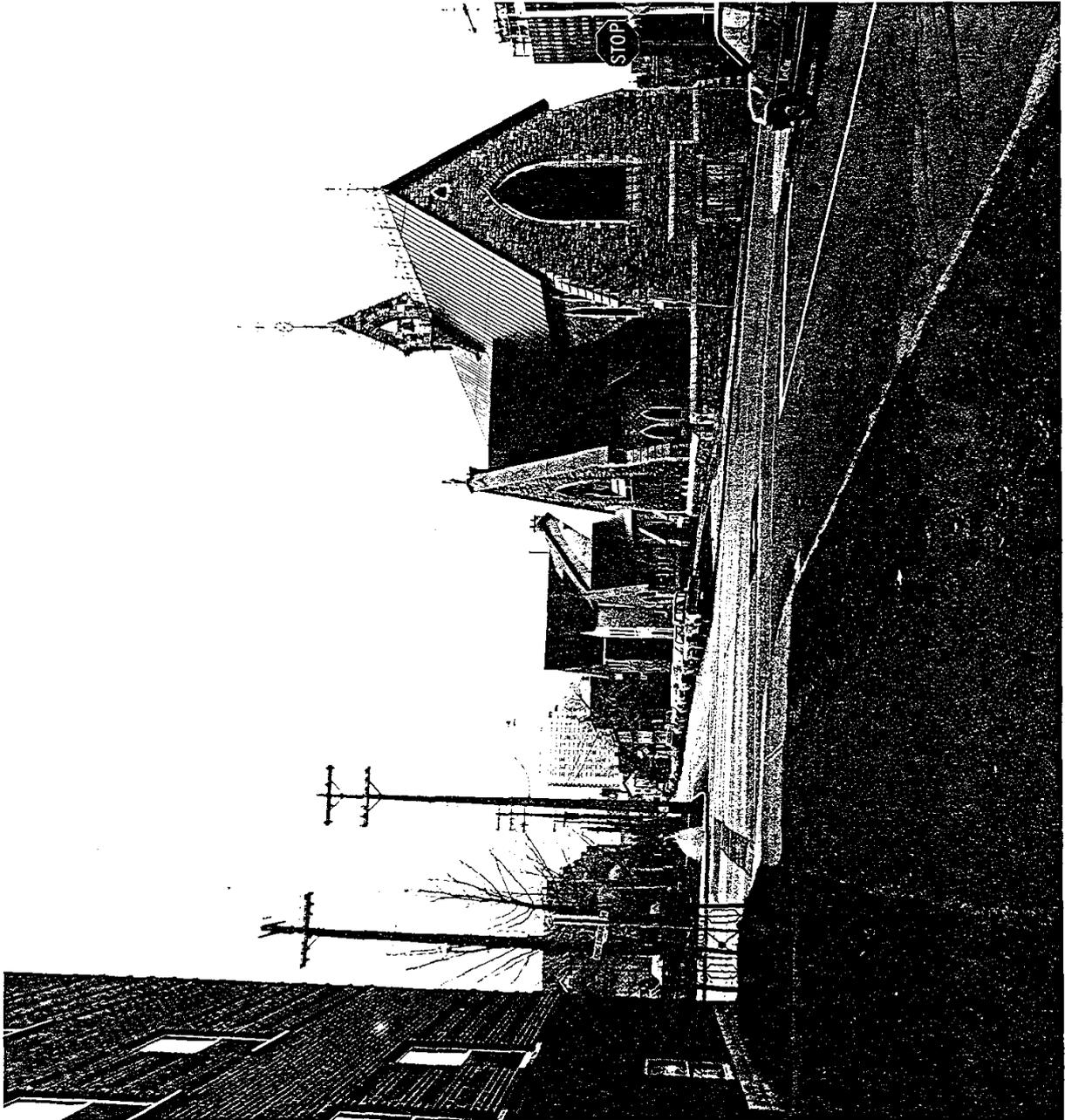
Photograph #2



View of Church and streetscape looking east along Daly Avenue through the intersection with King Edward Avenue.

APPENDIX "B"

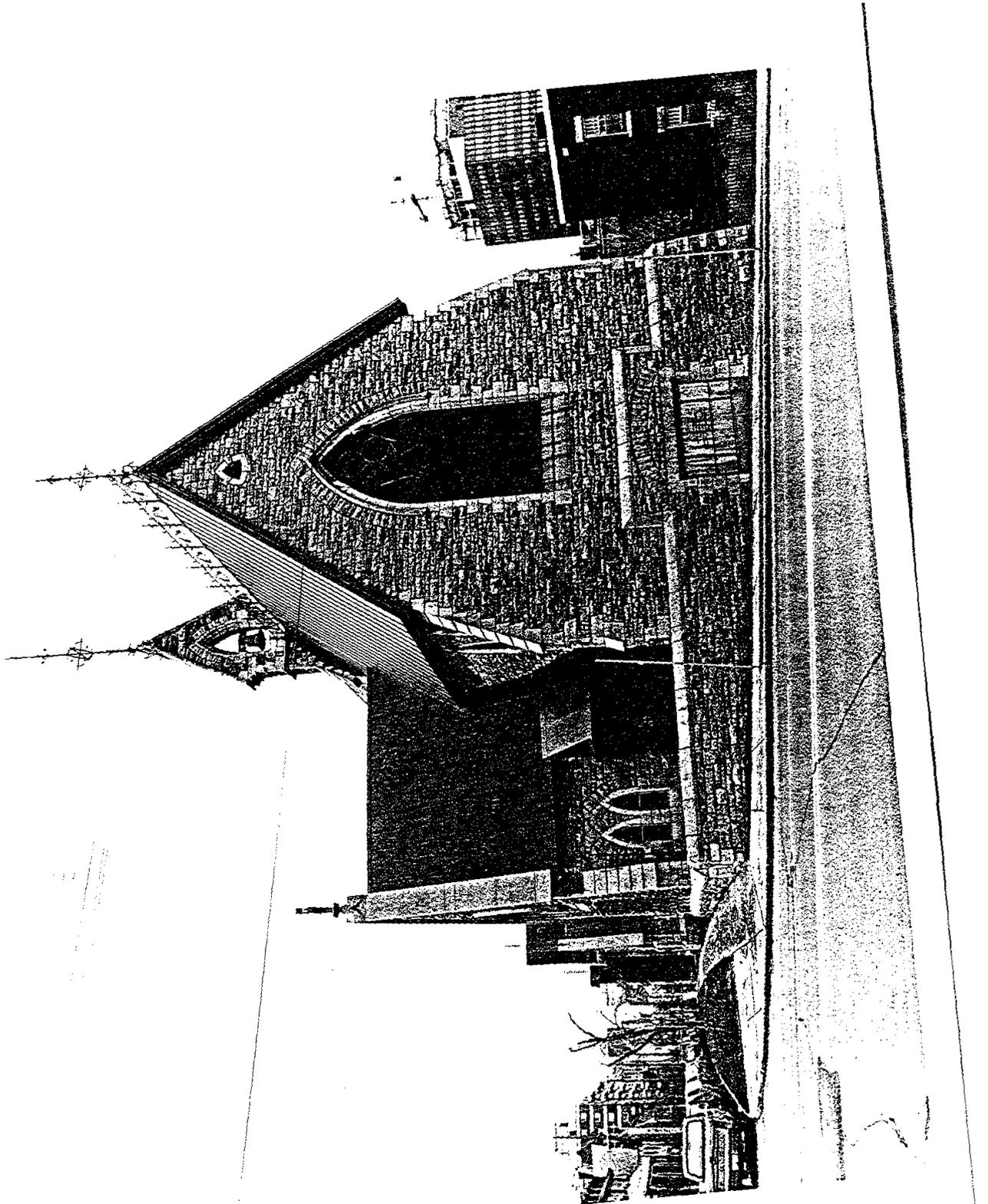
Photograph #3



View of Church and streetscape looking west along Daly Avenue from across King Edward Avenue.

APPENDIX "B"

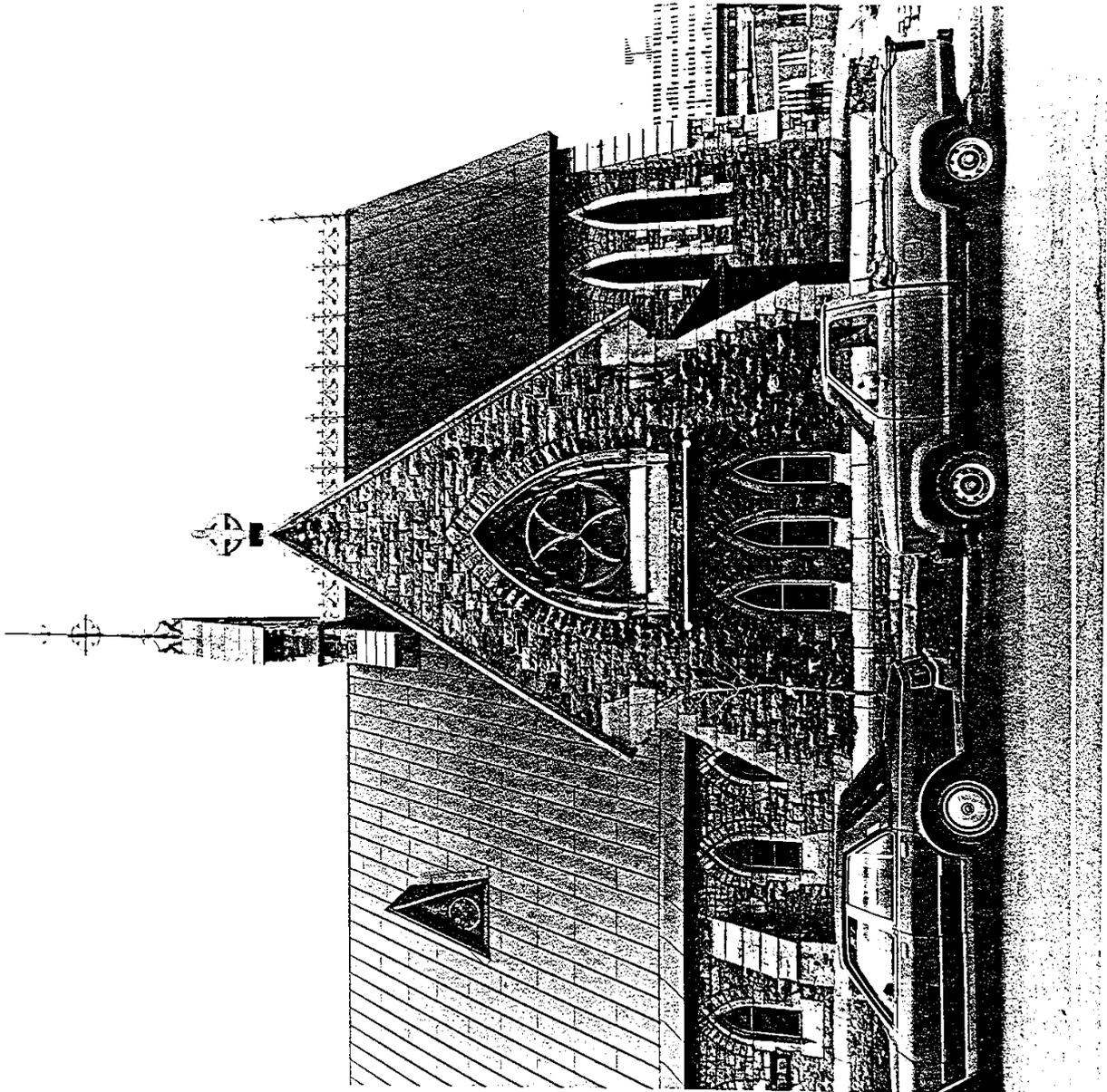
Photograph #5



East elevation as seen from north-east corner of Daly Avenue
and King Edward Avenue.

APPENDIX "B"

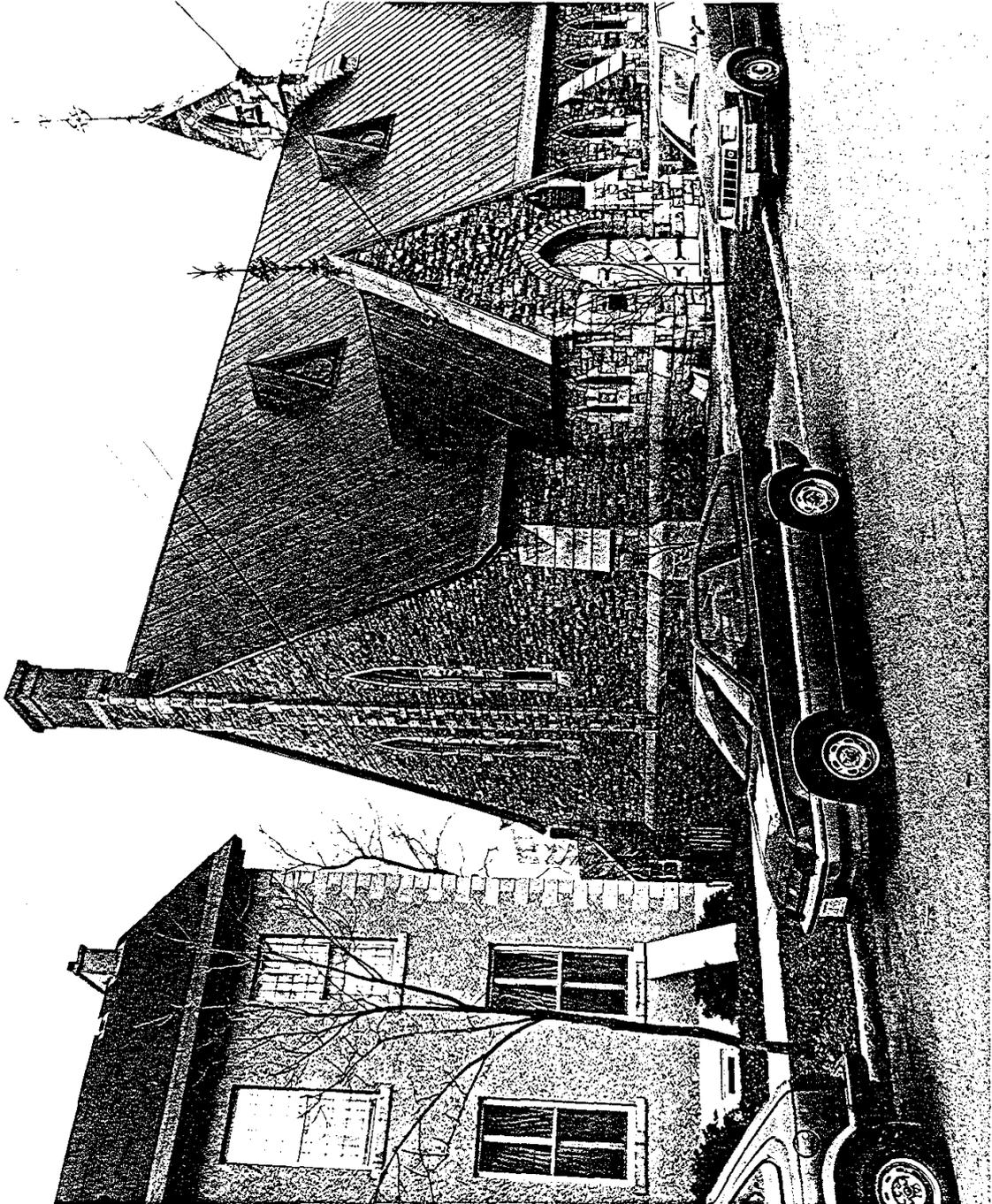
Photograph #6



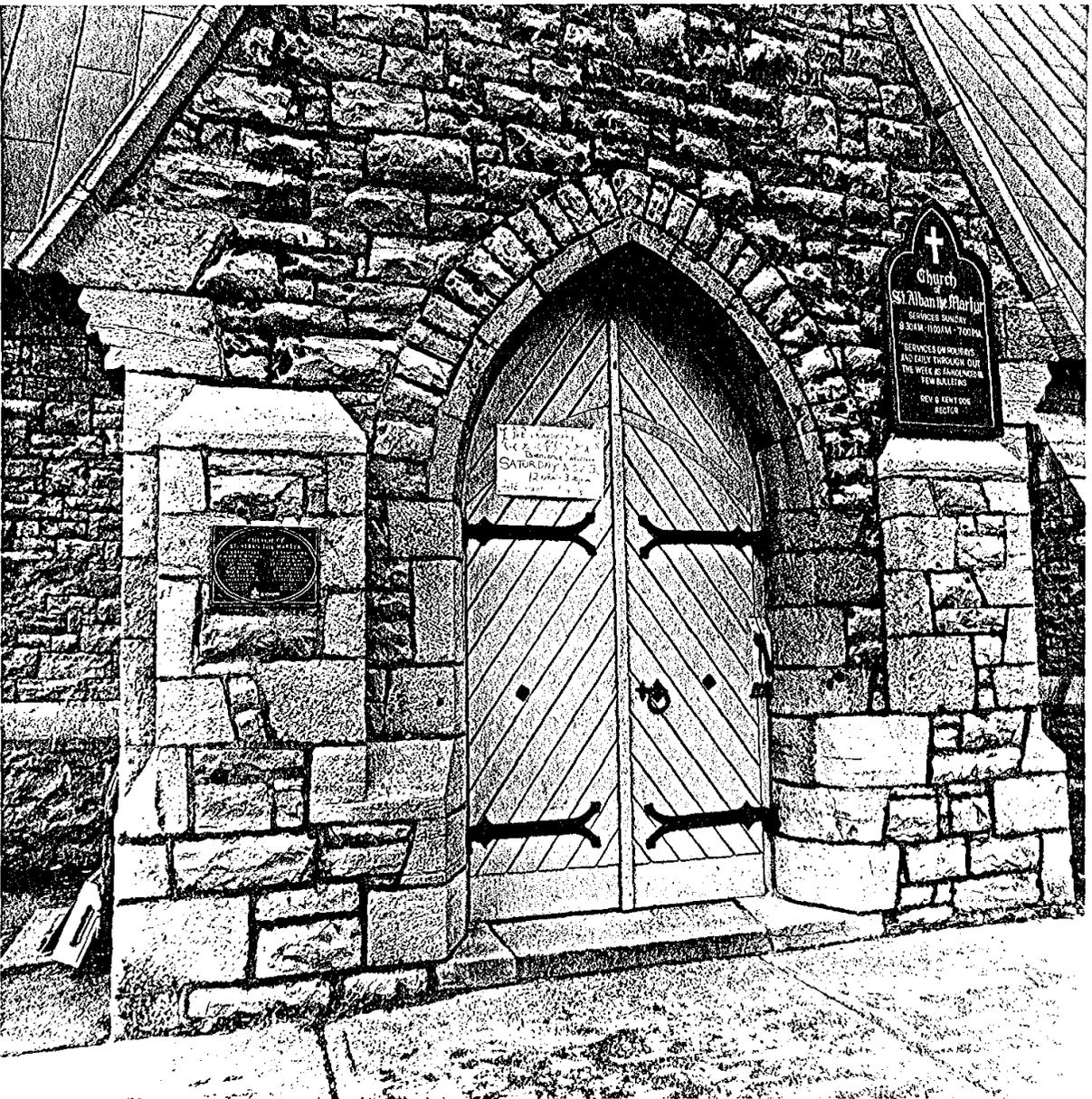
Easterly portion of south elevation as seen from across Daly Avenue.

APPENDIX "B"

Photograph #7



West elevation and westerly portion of south elevation
from across Daly Avenue.



Detail of westerly entrance porch and doorway.

APPENDIX "B"

Photograph # 8



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.**

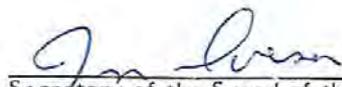
PROVINCE OF ONTARIO) IN THE MATTER OF
) the Ontario Heritage
 REGIONAL) Act, R.S.O. 1980,
) c. 337
 MUNICIPALITY OF)
)
 OTTAWA-CARLETON)

MEMORANDUM OF
CONSENT

We, the undersigned Bishop of the Diocese of Ottawa and Secretary of the Synod of the Diocese of Ottawa, do hereby consent to the execution by the Incumbent Rector and Churchwardens of St. Alban's Church, of the attached Easement Agreement between THE INCUMBENT AND CHURCHWARDENS FOR THE TIME BEING OF ST. ALBAN THE MARTYR CHURCH, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 1st day of January, 1987.

DATED at Ottawa the 3rd day of May 1987.


 Bishop of the Diocese of Ottawa.


 Secretary of the Synod of the
 Diocese of Ottawa.
 Canon Michael Iverson
 Director of Administration

PROVINCE OF ONTARIO) IN THE MATTER OF
) the Ontario Heritage
REGIONAL) Act, R.S.O. 1980
) c. 337
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 Easement Agreement between THE INCUMBENT RECTOR AND CHURCHWARDENS OF ST. ALBAN THE MARTYR CHURCH, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 1st day of January, 1987, and do hereby certify that the said Easement Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto the *14* day of *December* 1987.



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

Affidavit of Residence and of Value of the Consideration

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) an Easement on Lots 10 & 11, North side of Daly Avenue, according to Plan No.6, for the City of Ottawa, Regional Municipality of Ottawa-Carleton

BY (print names of all transferors in full) THE INCUMBENT RECTOR AND CHURCHWARDENS OF ST. ALBAN THE MARTYR CHURCH

TO (see instruction 1 and print names of all transferees in full) ANNE BYZKO, of the City of Toronto in the Municipality of Metropolitan Toronto

I, (see instruction 2 and print name(s) in full) _____

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 authorized agent ~~XXXXXX~~ acting in this transaction for (insert name(s) of principal(s)) THE ONTARIO HERITAGE FOUNDATION

_____ described in paragraph(s) ~~(a), (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. (To be completed where the value of the consideration for the conveyance exceeds \$250,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences.
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)
- Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

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

(a) Monies paid or to be paid in cash	\$ 2.00	} All Blanks Must Be Filled In. Insert "Nil" Where Applicable.
(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	
(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. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 2.00	

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) See paragraph 7 below

6. If the consideration is nominal, is the land subject to any encumbrance? _____

7. Other remarks and explanations, if necessary. The Grantee of the Easement named in the within Instrument is an agent of Her Majesty the Queen in Right of Ontario by section 11(1) of the Ontario Heritage Act, R.S.O. 1980, c.337, accordingly under section 2(4) of the Land Transfer Tax Act, no tax is payable.

Sworn before me at the City of Toronto
in the Municipality of Metropolitan Toronto
this 14th day of December 19 87

A Commissioner for taking Affidavits, etc. [Signature]

[Signature]
signature(s)

Property Information Record

- A. Describe nature of instrument: HERITAGE EASEMENT AGREEMENT
- B. (i) Address of property being conveyed (if available) 125 Daly Avenue, Ottawa, Ontario. K1N 6E6
- (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 7) Title not being transferred
- D. (i) Registration number for last conveyance of property being conveyed (if available) _____
- (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
Legal Branch
Ministry of Citizenship and Culture
77 Bloor Street West, 4th Floor
Toronto, Ontario.
M7A 2R9

For Land Registry Office use only	
REGISTRATION NO.	_____
Land Registry Office No.	_____
Registration Date	_____