



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.

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">L T 2056724</p> <p style="font-size: 0.8em; text-align: center;">VERTICAL OF RECEIPT CERTIFICAT DE REÇU PEEL (43) BRAMPTON</p> <p style="font-size: 1.2em; text-align: center;">'00 MAR 23 PM 2 59</p> <p style="text-align: right; font-size: 0.8em;"><i>Mandra G. Zweig</i></p> <p style="font-size: 0.8em;">New Property Identifiers</p> <p style="text-align: right; font-size: 0.8em;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: 0.8em;">Executions</p> <p style="text-align: right; font-size: 0.8em;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></p>	<p>(2) Page 1 of 13 pages</p>
	<p>(3) Property Identifier(s) Block Property</p> <p style="text-align: center; font-weight: bold;">13442 0224 (LT)</p>	<p>Additional: See Schedule <input type="checkbox"/></p>
	<p>(4) Nature of Document</p> <p style="text-align: center; font-weight: bold;">APPLICATION TO ENTER NOTICE OF AGREEMENT Land Titles Act, section 71</p>	
	<p>(5) Consideration</p> <p style="text-align: center; font-weight: bold;">NIL Dollars \$ 0</p>	
	<p>(6) Description</p> <p style="text-align: center; font-weight: bold;">part Lot 28 Concession 2 South of Dundas Street City of Mississauga Regional Municipality of Peel Land Titles Division of Peel as in VS113216 and VS113217</p>	
	<p>(6) This Document Contains</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	

(8) This Document provides as follows:

APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY

ONTARIO HERITAGE FOUNDATION has an unregistered estate, right, interest or equity in the land registered as PIN 13442-0224, in the name of THE CORPORATION OF THE CITY OF MISSISSAUGA;

AND it hereby applies under section 71 of the Land Titles Act for the entry of Notice of the Agreement in the register for the said PIN.

The evidence in support of this Application consists of the attached Agreement.

Continued on Schedule

(9) This Document Relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
ONTARIO HERITAGE FOUNDATION (Applicant) by its solicitor	<i>Mandra G. Zweig</i>	2000 03 23

(11) Address for Service
Ontario Heritage Centre, 10 Adelaide Street East, TORONTO ON M5C 1J3

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE CITY OF MISSISSAUGA (Owner)		

(13) Address for Service
300 City Centre Drive, Mississauga ON L5B 3C1

<p>(16) Municipal Address of Property</p> <p style="font-weight: bold;">"Benares"</p> <p>1503 Clarkson Road Mississauga ON L5J 2W8</p>	<p>(17) Document Prepared by:</p> <p style="font-weight: bold;">MANDRA G. ZWEIG, Counsel Legal Services Branch Ministry of Citizenship, Culture and Recreation 400 University Avenue F5 TORONTO ON M7A 2R9 (dp)</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-weight: bold;">Fees and Tax</td> </tr> <tr> <td style="font-size: 0.8em;">Registration Fee</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td style="font-weight: bold;">Total</td> </tr> </table>	Fees and Tax	Registration Fee			Total
Fees and Tax							
Registration Fee							
Total							

2

SCHEDULE

THIS EASEMENT AGREEMENT dated as of the 22nd day of March 2000
and authorized by By-law No. 0122-2000 of The Corporation of the City of Mississauga.

B E T W E E N:

THE CORPORATION OF THE CITY OF MISSISSAUGA

(hereinafter called the "Owner")

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION

(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 Mississauga in the Regional Municipality of Peel and Province of Ontario (hereinafter called the "Property"), being composed of Part Lot 28 Concession 2 South of Dundas Street and more particularly described in Appendix "A" attached hereto;

AND WHEREAS there is situate on the Property a house historically known as "Benares" (hereinafter called the "House") and ancillary buildings being a stone dairy, stable and potting shed and a structure being a brick bake oven (hereinafter the House and ancillary buildings and structure are collectively called the "Buildings");

AND WHEREAS by section 7(c) of the *Ontario Heritage Act*, 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, 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 benefited by such covenants and easements;

AND WHEREAS the Owner and the Foundation desire to conserve the aesthetic, scenic and archaeological character and condition of the Property and the present historical, architectural, aesthetic, scenic and decorative character and condition of the exterior of the Buildings together with the interior of the House described in Appendix "B" attached hereto (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS to this end, the Owner and the Foundation desire to enter into this Easement Agreement (hereinafter called the "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 Owner (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 Owner and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 Duties of Owner

1.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements. 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 12.2 of this Agreement. If the approval of the Foundation is given or deemed to be given under this paragraph, the Owner, 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 and methods specified by the Foundation. The Owner may, without the prior written approval of the Foundation, undertake or permit the repair or refinishing of presently existing parts or elements of the Heritage Elements, damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the construction or appearance of the Heritage Elements.

1.2 Insurance, Limitation of Liability

The Owner shall at all times during the currency of this Agreement keep the Buildings insured against normal perils that are coverable on an all risk policy basis, including fire, in an amount equal to the replacement cost of the Buildings. The policy shall name Her Majesty in right of Ontario, as represented by the Ontario Heritage Foundation, as an additional named insured. The Owner shall maintain at its expense comprehensive general [personal] liability insurance subject to limits of not less than one million dollars (\$1,000,000.00) for each occurrence. The Foundation will not be liable for any injury, death or property damage to the Owner or its invitees or for any claim by a third party against the Owner or its invitees unless it was caused by the negligence of an employee or agent of the Foundation while acting within the scope of his or her employment or agency respectively. The Foundation will not be liable for any incidental, indirect, special or consequential damages or for any loss of use, revenue or profit of the Owner arising out of or in any way related to this Agreement. The Owner shall have a form as set out in Appendix "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 Owner fails to so insure the Buildings, or if any such insurance on the Buildings 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 Owner to the Foundation, or if not, shall be a debt owing to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under the Owner's insurance policy or policies on the Buildings shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Buildings to the fullest extent possible having regard to the particular nature of the Buildings and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Buildings if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Owner's insurance policy or policies. In the event that the proceeds receivable by the Owner under the Owner's insurance policy or policies are insufficient to effect a partial or complete restoration of the Heritage Elements, 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 Heritage Elements provided that the Foundation shall notify the Owner of the Foundation's intention to do so within forty (40) days after receiving from the Owner (a) the written request for permission to demolish referred to in paragraph 1.3, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements as the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to the Buildings within ten (10) clear days of such damage or destruction occurring. In the event that the Buildings are damaged or destroyed and the replacement, rebuilding, restoration or repair of the Buildings is impractical because of the financial costs involved or because of the particular nature of the Buildings, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval of the Foundation to demolish the Buildings, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the Owner's insurance policy or policies and to demolish the Buildings. 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 Owner

If the Foundation does not give the approval referred to in paragraph 1.3, or if the Owner has not requested the approval referred to in paragraph 1.3, the Owner shall replace, rebuild, restore or repair the Buildings to the limit of any proceeds receivable under the Owner's insurance policy or policies on the Buildings and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Heritage Elements under the provisions of paragraph 1.2 to effect a partial or complete restoration of the Buildings. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements to the Foundation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Buildings. A refusal by the Foundation to approve any plans and specifications may be based upon choice of materials, unattractive appearance, non-conforming 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 Owner shall not commence or cause restorative work to be commenced on the Heritage Elements 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 Owner shall cause all replacement, rebuilding, restoration and repair work on the Heritage Elements to be commenced within thirty (30) days of the approval by the Foundation of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said nine (9) months, and the Owner 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 the Buildings is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements 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 the Buildings, the Foundation may prepare its own set of plans and specifications for the Heritage Elements. The Owner shall have thirty (30) 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 Heritage Elements in accordance with those plans and specifications. If the Owner does not so notify the Foundation within the said thirty (30) days, the Foundation may proceed with replacing, rebuilding, restoring or repairing the Buildings up to the value of any insurance proceeds receivable by the Owner under the Owner's 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 Heritage Elements. The Owner shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Owner under the Owner's insurance policy or policies.

5

In the event that the Foundation does not submit its own plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Buildings within sixty (60) days after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Foundation's rights under this paragraph shall automatically terminate and the Owner shall be entitled to retain the proceeds receivable under the Owner's insurance policy or policies and to demolish the Buildings.

1.6 Maintenance of the Buildings

The Owner shall at all times maintain the Buildings in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Elements shall take place.

1.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Buildings of any signs, permanent storms, screens or awnings, television aerials or other similar 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.

1.8 Activities with respect to the Property

The Owner shall not commit or permit any act of waste on the Property. With respect to the Property, the Owner 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, 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 Buildings or the Property, or
 - (ii) causing any damage to the Buildings;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

1.9 Duties of the Owner upon an Archaeological Discovery

In the event that archaeological artifacts are uncovered during permitted grounds maintenance or any other authorized or unauthorized activity in or upon the grounds comprising the Property, the Owner shall immediately:

- (a) give written notice to the Foundation of the archaeological discovery;

- (b) cease or cause to be ceased all activities in connection with
 - (i) the specific site on the Property at which the aforesaid artifacts were exposed (the "Site");
 - (ii) the immediate vicinity thereof for a minimum radius from the Site of 15 feet (the "Buffer Zone"); and
- (c) place or cause to be placed, in a manner which causes the least disturbance to the existing surface of the Property, barriers around the Buffer Zone and exclude all persons other than those authorized in writing by the Foundation from gaining access to the Site and Buffer Zone.

In addition, the Owner shall retain, at the Owner's sole cost and upon the prior written approval of the Foundation, qualified persons to carry out an archaeological assessment of such archaeological resources as might otherwise be lost. In such event, the Foundation shall have the right, but not the obligation, to retain its own experts to carry out the said archaeological assessment at the cost of the Foundation.

2.0 Approvals

- 2.1 Notwithstanding any other term of this Agreement, where any request for approval required under this Agreement is made, the determination of the Foundation may be based upon choice of materials, architectural design, historical authenticity, archaeological resource considerations or any other grounds, within the objects of the Foundation as stated in subsections 7(c) and (d) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as amended or re-enacted from time to time, but the Foundation's approval shall not be unreasonably withheld.

3.0 Remedies of Foundation

- 3.1 If the Foundation, acting reasonably, is of the opinion that the Owner has neglected or refused to perform any of its obligations set out in this Agreement, the Foundation may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the Foundation's estimated maximum costs of remedying the breach. The Owner 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 Owner has not remedied the breach or made arrangements satisfactory to the Foundation for remedying the breach, or if the Owner 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 may carry out the Owner's obligations and the Owner 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 Owner, be a debt owed by the Owner to the Foundation and recoverable by the Foundation by action in a court of law.

4.0 Waiver

- 4.1 The failure of the Foundation at any time to require performance by the Owner 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. Any waiver must be in writing and signed by the Foundation.

5.0 Extension of Time

- 5.1 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 Owner 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.

6.0 Emergencies

6.1 Notwithstanding the provisions of paragraph 1.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Property and Buildings as are:

- (1) in keeping with the intentions of this Agreement,
- (2) consistent with the conservation of the Heritage Elements, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Heritage Elements or occupants of the Buildings at risk of damage.

Provided that the *Building Code Act, 1992*, S.O. 1992, c.23, as amended or re-enacted from time to time is complied with and, where time permits, the Foundation is consulted. In any case, the Owner shall advise the Foundation forthwith when it undertakes temporary measures.

7.0 Use of Property

7.1 The Owner expressly reserves for itself, its successors and assigns the right to use the Property for all purposes not inconsistent with this Agreement.

8.0 Public Access

8.1 The Owner shall ensure that reasonable public access is available to the Property and the Buildings on a regular basis.

8.2 At the request of the Foundation or a local heritage organization, the Owner shall arrange for the Property and the Heritage Elements to be shown to the public on at least two (2) occasions during each calendar year and that reasonable prior notice of such a showing be given to the Foundation.

9.0 Inspection of the Property

9.1 The Foundation or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Buildings upon prior written notice to the Owner of at least twenty-four (24) hours.

10.0 Plaque and Publicity

10.1 The Owner agrees to allow the Foundation to erect a plaque on the Buildings or the Property in a tasteful manner and at the Owner's expense, indicating that the Foundation holds a conservation easement on the Property. The Owner also agrees to allow the Foundation to publicize the existence of the easement.

11.0 Severability of Covenants

11.1 The Owner 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 validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

12.0 Notice

12.1 Except in the event of an interruption in the postal service, any notices, requests for approval or grants of approval (collectively hereinafter referred to as "notice") required 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 12.2. In the event that notice is delivered in person, the party receiving the notice shall forthwith acknowledge receipt of same in writing, and in that event, the notice shall be deemed to have been received on the date of such acknowledgement. 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 deemed to have been received on the date of service as set out in such affidavit.

In the event that notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth business day following the day on which the notice was sent.

12.2 The respective addresses of the parties for such purposes presently are as follows:

THE OWNER

THE FOUNDATION

The Corporation of the City of Mississauga
300 City Centre Drive
Mississauga, Ontario
L5B 3C1

Ontario Heritage Foundation
10 Adelaide Street East
Toronto, Ontario
M5C 1J3

Attention: City Clerk

Attention: Easements Program

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

12.3 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 12.2, either in person or by special courier. The party receiving the notice shall forthwith acknowledge receipt of same in writing, and the notice shall be deemed to have been received on the date of such acknowledgement. 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 deemed to have been received on the date of service as set out in such affidavit.

13.0 Costs

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

14.0 Indemnity

14.1 The Owner shall indemnify the Foundation, its employees and agents, from and against all costs, losses, expenses or liabilities incurred as a result of a claim or proceeding related to this Agreement, unless it was caused by the negligence of an employee or agent of the Foundation while acting within the scope of his or her employment or agency.

15.0 Baseline Documentation Report

15.1 When the Foundation has completed a report (the "Baseline Documentation Report") containing visual and written information relating to the condition of the Property and its heritage value, the Owner agrees to execute an acknowledgement in the Baseline Documentation Report to confirm the photographs and written information are accurate physical depictions and descriptions of the Property. Copies of the Baseline Documentation Report shall be provided by the Foundation to the Owner. An original copy of the Baseline Documentation Report will be filed in and may be examined at the Archives of Ontario.

16.0 Entirety

16.1 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.

17.0 Notice in Subsequent Instruments

17.1 Notice of these covenants, easements and restrictions shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Buildings.

17.2 The Owner shall immediately notify the Foundation in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Buildings.

18.0 Covenants to Run With the Property

18.1 The covenants, easements and restrictions set out in this Agreement shall be registered on title to the Property by the Foundation and shall run with the Property and enure to the benefit of and be binding upon the parties hereto and their successors and assigns as the case may be.

19.0 Headings

19.1 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.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

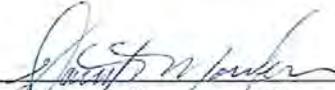
SIGNED, SEALED
AND DELIVERED

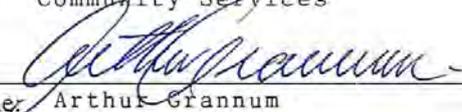
in the presence of:

Authorized pursuant
to By-law No. 0122-2000

) **THE CORPORATION OF THE**
) **CITY OF MISSISSAUGA**

) per:

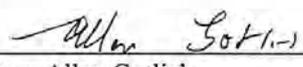
) 
) _____
) Name: Garry Morden, Fire Chief
) Title: Acting Commissioner,
) Community Services

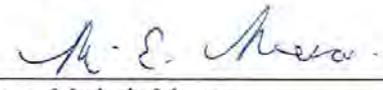
) 
) _____
) Name: Arthur Grannum
) Title: Clerk

) We have authority to bind the corporation.

) **ONTARIO HERITAGE FOUNDATION**

) per:

) 
) _____
) Name: Allan Gotlieb
) Title: Chair

) 
) _____
) Name: Marjorie Mercer
) Title: Executive Director

) We have authority to bind the corporation.

Additional Property Identifier(s) and/or Other Information

APPENDIX "A"

LEGAL DESCRIPTION:

1503 Clarkson Road North, Mississauga ("Benares")

part Lot 28, Concession 2 South of Dundas Street
City of Mississauga, Regional Municipality of Peel
Registry Division of Peel

as described in Nos. VS113216 and VS113217

APPENDIX "B"

Attached to and forming part of the Easement Agreement between **THE CORPORATION OF THE CITY OF MISSISSAUGA**, of the first part, and **ONTARIO HERITAGE FOUNDATION**, of the second part, dated as of the 22 day of March, 2000.

HERITAGE ELEMENTS - INTERIOR FEATURES

The interior features of the Heritage Elements comprise the interior features of the interior of the House. Such features include, without limitation, the following:

- a) floors;
- b) walls and wall coverings;
- c) windows and window surrounds;
- d) doors and door surrounds;
- e) ceilings;
- f) stair treads and stair risers;
- g) staircase hand-rail and balustrades;
- h) lighting fixtures;
- i) fireplace mantles and hearths;
- j) furnace (c. 1913);
- k) wine cellar masonry shelving;
- l) indoor privy on the ground floor; and,
- m) all interior woodwork not forming a part of the foregoing items.

APPENDIX "C"

Attached to and forming part of the Easement Agreement between **THE CORPORATION OF THE CITY OF MISSISSAUGA**, of the first part, and **ONTARIO HERITAGE FOUNDATION**, of the second part, dated as of the 22 day of March, 2000.

CERTIFICATE OF INSURANCE

Name of Insurers:
Ins. Agent/Broker:
Address:
Agent/Broker Tel. No.

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 No.	Expiry Date			Amount of Coverage	Form Written
		Day	Month	Yr		
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"/> <input type="checkbox"/> Stated Amount % <input type="checkbox"/>

It is hereby provided and agreed that Her Majesty in right of Ontario, as represented by the Ontario Heritage Foundation, 10 Adelaide Street East, Toronto, Ontario, M5C 1J3 is added as a named insured to the above policy or policies as its interests may appear.

It is also understood and agreed the undersigned certifies if any of these policies are cancelled or materially changed before the 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 (Attention: Easements Program) 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 or Policies, 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	_____ Name of Insurer
_____ Address of Property	_____ Signature of Insurer's Official
_____	_____ Department or Title
_____ Date	

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

Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7(1) of the *Ministry of Citizenship and Culture Act*, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture, Sport and Recreation Division, Ministry of Citizenship, Culture and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Heritage Easement Agreement between THE CORPORATION OF THE CITY OF MISSISSAUGA as Owner and the ONTARIO HERITAGE FOUNDATION, dated as of the

day of March 2000, and hereby certify that the said document is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED this 22nd day of March 2000

LUCILLE ROCH, Assistant Deputy Minister
Culture, Sport and Recreation Division
Ministry of Citizenship, Culture and Recreation