



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](http://www.heritagetrust.on.ca).

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## 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](http://www.heritagetrust.on.ca).

20134

1980. THIS EASEMENT AGREEMENT made the 24th day July,

B E T W E E N

THE CORPORATION OF THE  
TOWN OF KENORA,

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

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

hereinafter called the "Foundation"

OF THE SECOND PART.

WHEREAS the Owner is the owner of certain lands and premises situated in the Town of Kenora in the District of Kenora and Province of Ontario, (hereinafter called the "Property"), being composed of lots 176 and 177 in Block 2, situate in the said Town of Kenora, as shown on a plan of subdivision registered in the Registry Office for the District of Kenora, at Kenora, as Plan No. 3;

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

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

AND WHEREAS by section 22 of The Ontario Heritage Act,

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

AND WHEREAS the Owner and the Foundation desire to conserve the present historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the Property together with the interiors of the clock tower as described in Schedule "A" 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 7.1 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 specified by the Foundation. The Owner 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 Heritage Elements, 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 Heritage Elements,

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the building. The Owner shall have a form as set out in Schedule "B" 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 building, or if any such insurance on the building 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 due and owing forthwith to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the building shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the building to the fullest extent possible having regard to the particular nature of the building, the cost of such work and any existing or subsequent mortgages registered against the title to the Property. The Owner's financial liability to replace, rebuild, restore or repair the building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies. In the event that the building is damaged or destroyed and the proceeds

receivable by the Owner under any fire and extended coverage 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 1.5, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements, as the case may be.

### 1.3 Rights Of Mortgagees

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

### 1.4 Assignment Of Interests Of Mortgagees

In the event that any mortgagee refuses to release to the Owner any monies payable under any fire and extended coverage insurance policy or policies after the building has been damaged or destroyed, thereby preventing the Owner from fulfilling its obligation to replace, rebuild, restore or repair the building with the proceeds receivable under any fire and extended coverage insurance policy or policies, the Owner shall use its best efforts, if so requested by the Foundation, to make whatever arrangements are necessary to allow the Foundation to take an assignment of such mortgagee's interests in the Property, thereby effectively assuring that the proceeds of insurance under any fire and extended coverage insurance policy or policies are made available to the Owner so that such proceeds may be applied by the Owner to replace, rebuild, restore or repair the building pursuant to the provisions of paragraphs 1.2, 1.6 and 1.7.

### 1.5 Demolition

The Owner shall notify the Foundation of any damage or destruction to the building within ten (10) clear days of such damage or destruction occurring. In the event that the building is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the

financial costs involved, or because of the particular nature of the building, or because a mortgagee has refused to release to the Owner any insurance monies payable under any fire and extended coverage insurance policy or policies and the Foundation has been unable to secure an assignment of a mortgage from a mortgagee as described in paragraph 1.4, the 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 building, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building. 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.

1.6 Reconstruction By Owner

If the Foundation does not give the approval referred to in paragraph 1.5, or if the Owner has not requested the approval referred to in paragraph 1.5, the Owner shall replace, rebuild, restore or repair the building to the limit of any proceeds receivable under any fire and extended coverage insurance policy or policies on the building 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 building. 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 building. 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 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.

1.7 Reconstruction By Foundation

In the event that the request to demolish the building is not submitted or is refused pursuant to the provisions of paragraph 1.5 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph 1.6 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to the building, the Foundation may prepare its own set of acceptable 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 prepare its own set of acceptable plans and specifications for the building and may proceed with replacing, rebuilding, restoring or repairing the building up to the value of any insurance proceeds receivable by the Owner 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 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 any fire and extended coverage insurance policy or policies.

In the event that the Foundation does not submit its own acceptable plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the building 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 any fire

and extended coverage insurance policy or policies and to demolish the building.

1.8 Maintenance Of The Building

The Owner shall at all times maintain the building 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 Heritage Elements shall take place.

1.9 Signs, Structures, Etc.

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

1.10 No Act Of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, 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, sand or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (i) the prevention or treatment of disease, or (ii)

other good husbandry practices;

- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the building or the Property, or (ii) causing any damage to the building;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

1.11 Remedies Of Foundation

If the Foundation 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 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.

1.12 Waiver

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.

1.13 Extension Of Time

Time shall be of the essence of this Agreement. Any time

limits specified in this Agreement may be extended with the consent in writing of both the 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.

2.0 Use of Property

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

3.0 Inspection Of The Property

3.1 Inspection By Foundation At All Reasonable Times

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

4.0 Notice Of Easement

4.1 Plaque

The Owner agrees to allow the Foundation to erect a plaque on the building, 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 Owner agrees to allow the Foundation to publicize the existence of the easement.

5.0 Severability Of Covenants

5.1 Proper Covenants Not To Terminate

The 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 remaining covenants, easements and restrictions shall not terminate thereby.

6.0 Dissolution Of Foundation

6.1 Transfer Of Foundation's Interests

In the event of the winding up or dissolution of the Foundation, all of the Foundation's interests herein shall be automatically assigned and transferred to Her Majesty the Queen in Right of Ontario or to any other entity specified by statute.

7.0 Notice

7.1 Addresses Of Parties

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

THE OWNER

The Corporation of the Town of Kenora,  
Box 1110,  
100 Main Street South,  
Kenora, Ontario.  
P9N 3X7

Attn: Clerk-Treasurer

THE FOUNDATION

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

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

7.2 Service By Mail Except Where Postal Service Interrupted.

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party

receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by pre-paid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service Interrupted

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

8.0 Costs

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

9.0 Indemnification

9.1 Non-Liability of Foundation

Subject to paragraphs 1.7 and 1.11 the Owner 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.

10.0 Supplementary Agreement

10.1 When the Foundation has made photographs, drawings and other documents depicting the Property and the Heritage Elements, the Owner shall execute an agreement in respect to the Property and the Heritage Elements which said agreement shall specifically provide for the attachment of photographs, drawings and other documents depicting the Property and the Heritage Elements and shall be supplemental hereto and form a part hereof.

11.0 Entirety

11.1 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 or otherwise, exist between the parties except as herein expressly set out.

12.0 Subsequent Instruments

12.1 Subsequent Instruments To Contain These Provisions

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

12.2 Notice To Foundation

The Owner shall immediately notify the Foundation in the event that it divests itself of the fee simple title to or of its possessory interest in the Property or the building.

13.0 Headings

13.1 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.

14.0 Enurement

14.1 Covenants To Run With The Property

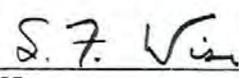
The covenants, easements and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

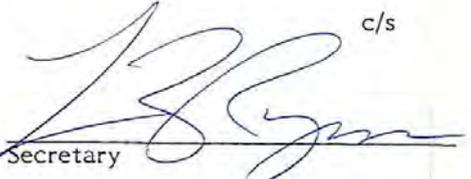
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED  
in the presence of:

) THE CORPORATION OF THE  
) TOWN OF KENORA  
) Per:  
)   
) Reeve

) c/s  
)   
) Clerk-Treasurer

) THE ONTARIO HERITAGE  
) FOUNDATION  
) Per:  
)   
) Chairman

) c/s  
)   
) Secretary

SCHEDULE "A"

The areas and elements of the interior of the clock tower, which, for the purposes of the Agreement, are included in the Heritage Elements as follows:

- (i) the lower level entry chamber
- (ii) the mechanism chamber
- (iii) the clock mechanism



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		
<b>Dwelling Policy</b> <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
<b>Commercial Policy</b> <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.

# The Registry Act

IN THE MATTER of the PLANNING ACT (as amended)

AND IN THE MATTER of ~~XXXXXXXXXX~~ an EASEMENT on Lots 176 and 177 in Block 2, as shown on Registered Plan No. 3 for the Town of Kenora, in the District of Kenora

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

AND IN THE MATTER OF A GRANT OF EASEMENT  
THEREOF, FROM THE CORPORATION OF THE TOWN OF KENORA  
TO THE ONTARIO HERITAGE FOUNDATION  
DATED the 24th day of July, 1980.

I, John Cameron Callan  
of the Town of Kenora in the District of Kenora

MAKE OATH AND SAY AS FOLLOWS:

1. I am Clerk of the Corporation of the Town of Kenora named in the above mentioned Instrument, and have knowledge of the matters hereinafter sworn.

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

Delete if not applicable

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

State other reason if any

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

SWORN before me  
at the Town of Kenora  
in the District of Kenora  
this

day of <sup>6<sup>th</sup></sup> *Richard E. Belair* 1980.

*R. E. Belair*  
RICHARD E. BELAIR, A Commissioner etc.,  
District of Kenora, in the Town of Kenora

A Commissioner for Taking Affidavits, etc.

*John Cameron Callan*

The Land Transfer Tax Act, 1974

AFFIDAVIT OF RESIDENCE AND OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) an EASEMENT on Lots 176 and 177 in Block 2 as shown on Registered Plan No. 3 for the Town of Kenora in the District of Kenora BY (print names of all transferors in full) THE CORPORATION OF THE TOWN OF KENORA TO (see instruction 1 and print names of all transferees in full) THE ONTARIO HERITAGE FOUNDATION

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

MAKE OATH AND SAY THAT:

- 1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s)): (see instruction 2) (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed; (b) A trustee named in the above-described conveyance to whom the land is being conveyed; (c) A transferee named in the above-described conveyance; (x) (d) The solicitor acting in this transaction for (insert name(s) of principal(s)) The Ontario Heritage Foundation described in paragraph(s) (a), (b), (c) above; (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; (f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

- 2. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses f and g of subsection 1 of section 1 of the Act. (see instruction 3)
3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act. (see instruction 4) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:
(a) Monies paid or to be paid in cash \$2.00
(b) Mortgages (i) Assumed \$ nil
(ii) Given back to vendor \$ nil
(c) Property transferred in exchange \$ nil
(d) Securities transferred to the value of \$ nil
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(f) Other valuable consideration subject to land transfer tax \$ nil
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (TOTAL OF (a) to (f)) \$2.00 \$2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property \$ nil
(i) Other consideration for transaction not included in (g) or (h) above \$ nil
(j) TOTAL CONSIDERATION \$2.00

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

- 5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) see paragraph 6 below
6. Other remarks and explanations, if necessary The Grantee of the Easement named in the within instrument is an Agent of Her Majesty the Queen by Section 11(1) of The Ontario Heritage Act, 1974, S.O. 1974, C.122, and accordingly, under Section 2, subsection 4 of The Land Transfer Tax Act, no tax is payable by the Grantee

SWORN before me at the City of Toronto in the Municipality of Metropolitan Toronto this 25th day of July 1980

A Commissioner for taking Affidavits, etc.

(Signature)

PROPERTY INFORMATION RECORD

- A. Describe nature of Instrument: HERITAGE EASEMENT AGREEMENT
B. (i) Address of property being conveyed (if available): Main Street South, Kenora, Ontario
(ii) Assessment Roll No. (if available): not available
C. Mailing address(es) for future Notices of Assessment under The Assessment Act for property being conveyed (see instruction 6): title not being transferred hereby
D. (i) Registration number for last conveyance of property being conveyed (if available): 15844
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes [x] No [ ] Not Known [ ]
E. Name(s) and address(es) of each transferee's solicitor: Brock Grant, Director of Legal Services, Ministry of Culture & Recreation

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

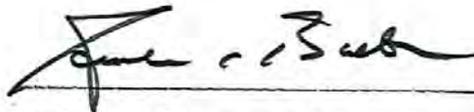
77 Bloor Street West, 6th Floor, Toronto, Ontario. M7A 2R9

PROVINCE OF ONTARIO )  
DISTRICT OF )  
KENORA )  
IN THE MATTER OF  
The Ontario Heritage  
Act, 1974, S. O. 1974,  
c. 122, as amended  
)  
)

CONSENT

Pursuant to section 10 (l) (b) of The Ontario Heritage Act, 1974, S. O. 1974, c. 122, I, the undersigned Minister of Culture and Recreation for the Province of Ontario, do hereby consent to the execution by The Ontario Heritage Foundation of the attached Easement Agreement between THE CORPORATION OF THE TOWN OF KENORA, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 24th day of July, 1980, and do hereby certify that the said Easement Agreement is in accordance with the policies and priorities determined by me for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto the 22nd day of October, 1980.



Minister of Culture and Recreation  
for the Province of Ontario.

DATED: 24th day of July, 1980.

THE CORPORATION OF  
THE TOWN OF  
KENORA

- and -

THE ONTARIO HERITAGE  
FOUNDATION  
Parliament Buildings,  
Queen's Park,  
Toronto, Ontario.

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EASEMENT  
AGREEMENT

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

DUPLICATE

No. 20134

Registry Division of Kenora (No. 23)

I CERTIFY that this instrument is registered as of  
2 45 P .M.

Registry Office  
at Kenora,  
Ontario.

OCT 28 1980

in the

*R. Richmond*  
REGISTRAR

REGISTRATION FEE		
LAND TRANSFER TAX		
RETAIL SALES TAX		

*I/Dep't acco: #6741*