



An agency of the Government of Ontario



Un organisme du gouvernement de l'Ontario

Ontario Heritage Trust heritage conservation easement property

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

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

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

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

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

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

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

THIS SUPPLEMENTARY AGREEMENT made the 18th day
of September, 1981.

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,
R.S.O. 1980, c. 337,

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, R.S.O. 1980, c. 337, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

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

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

AND WHEREAS the Owner and the Foundation entered into an easement agreement (hereinafter called the "Easement Agreement"), dated the 24th day July, 1980 and registered in the land registry office for the Registry Division Kenora (No. 23) on the 28th day of October, 1980, as Instrument No. 20134, for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the Property and the interior of the clock tower (all of which are hereinafter called the "Heritage Elements");

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

AND WHEREAS the Foundation has made photographs, drawings and other documents depicting the Property and the Heritage Elements

which are attached hereto as Schedule "A";

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, the Owner and the Foundation agree as follows:

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

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

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

4. This Supplementary Agreement 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~~ mayor

c/s

~~Clerk-Treasurer~~

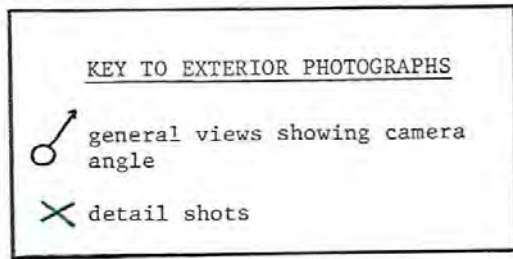
THE ONTARIO HERITAGE
FOUNDATION

Per:

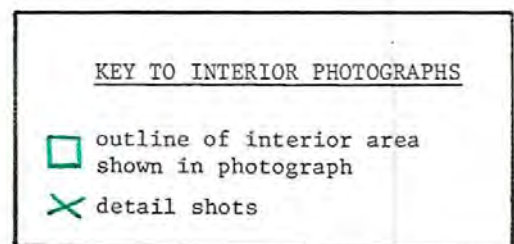
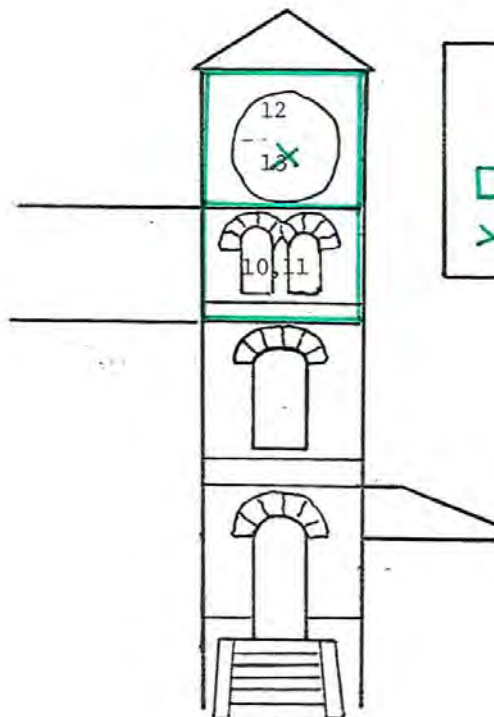
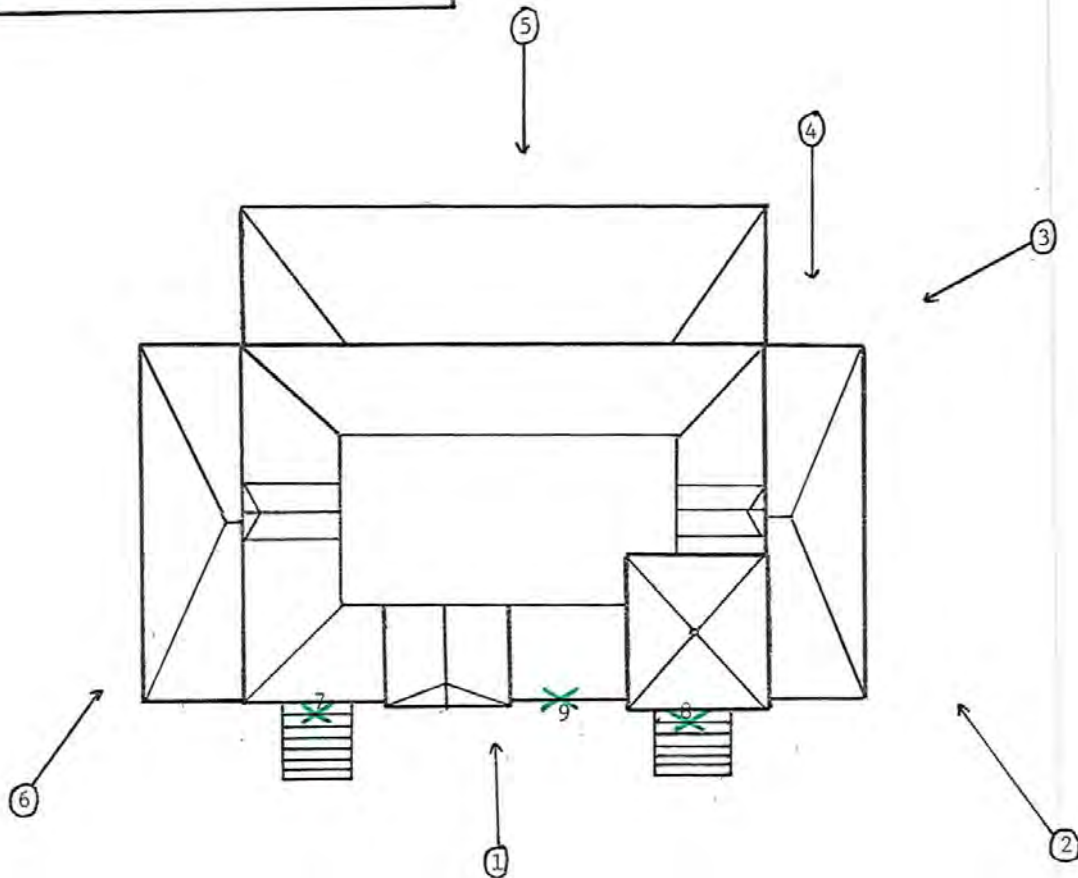
Chairman

Secretary

- A1 -
SCHEDULE "A"

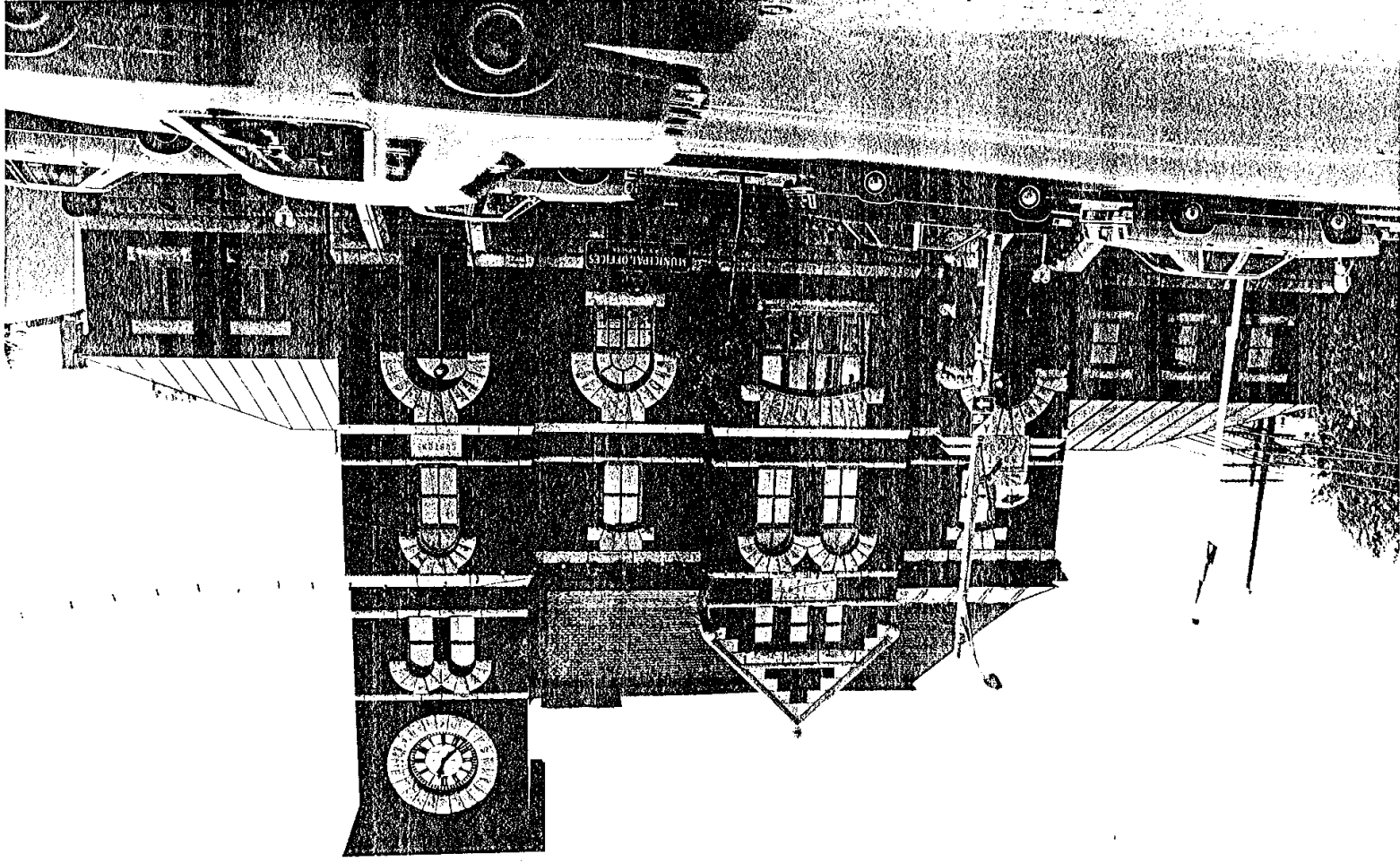


FORMER KENORA POST OFFICE
now Municipal offices
Kenora, Ontario



SCHEDULE "A"

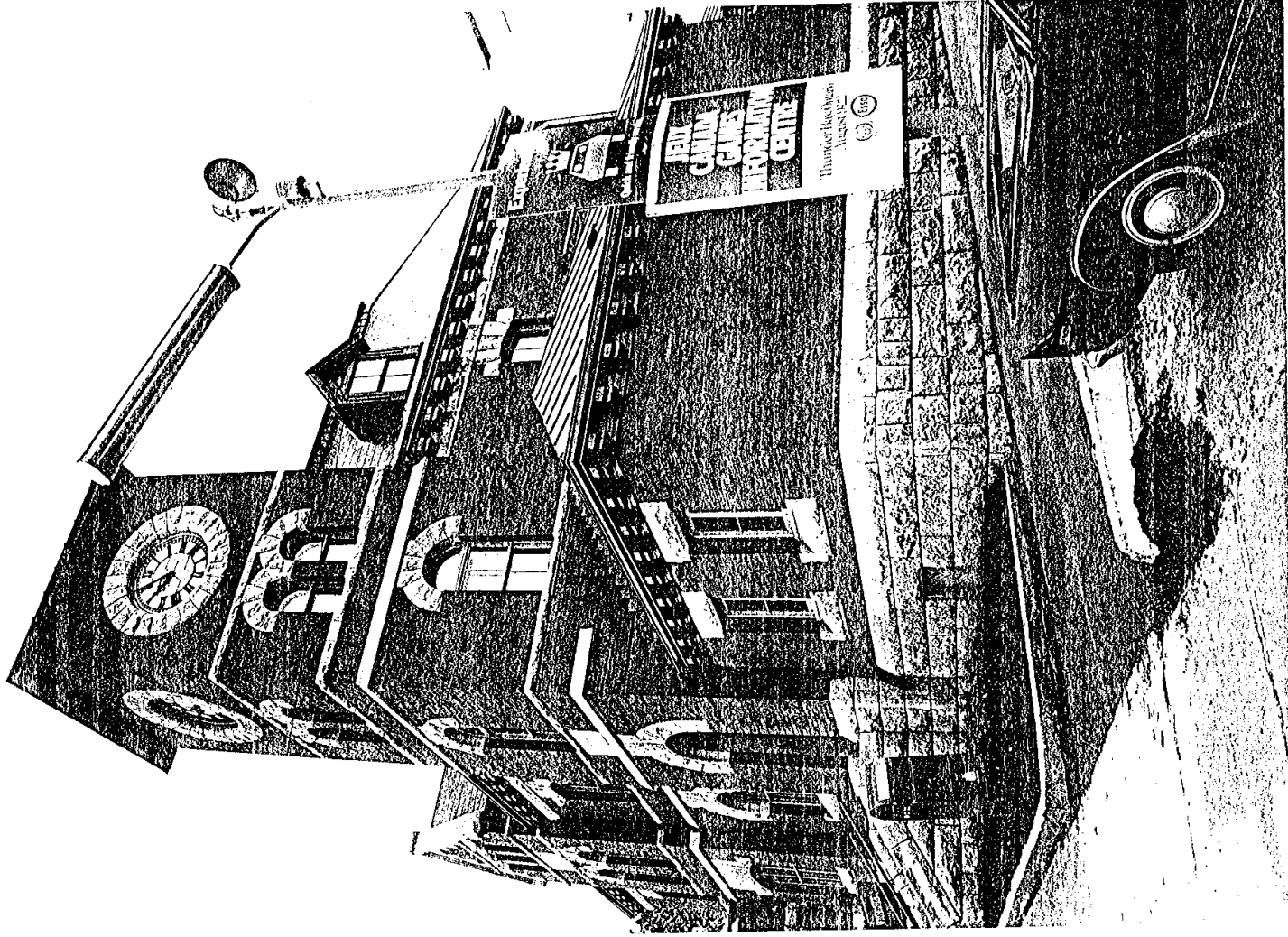
Photograph #1



Main (west) facade of former Kenora
Post Office.

SCHEDULE "A"

Photograph #2



South facade and clock tower, as
seen from the street.

SCHEDULE "A"

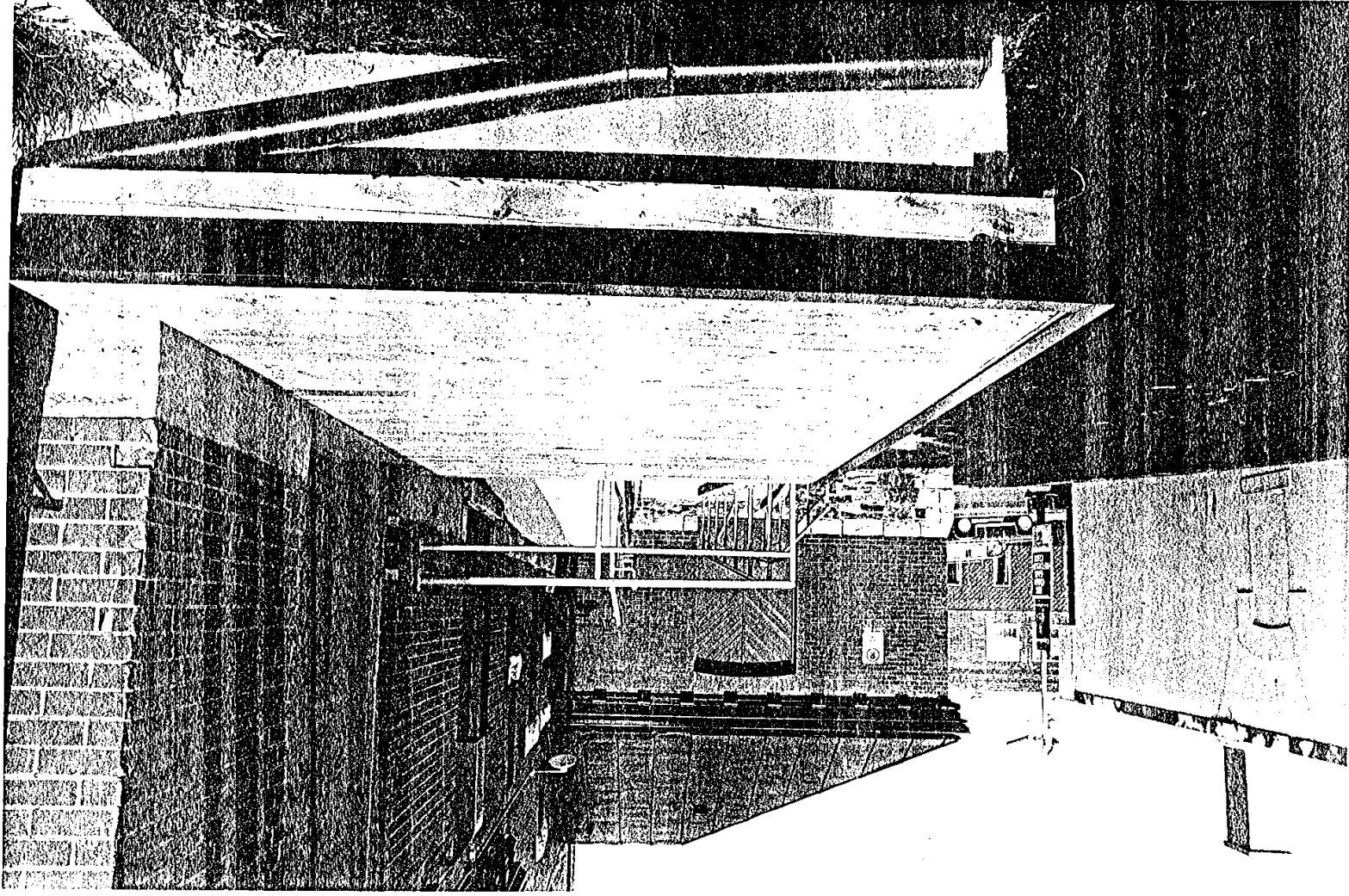
Photograph #3



South facade and clock tower as seen from
the rear, showing wheelchair ramp.

SCHEDULE "A"

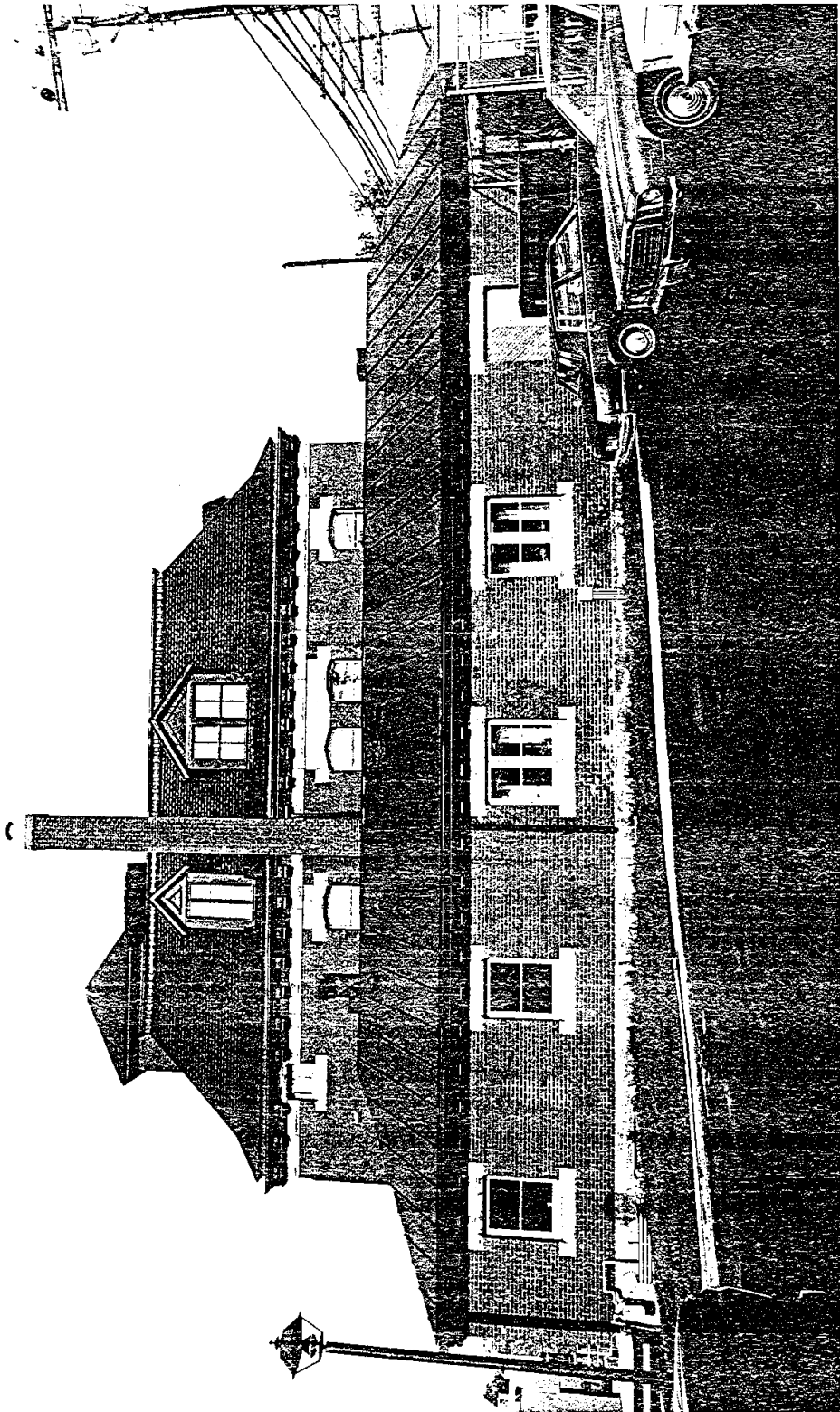
photograph #4



View at ground level along south facade
and rear addition.

SCHEDULE "A"

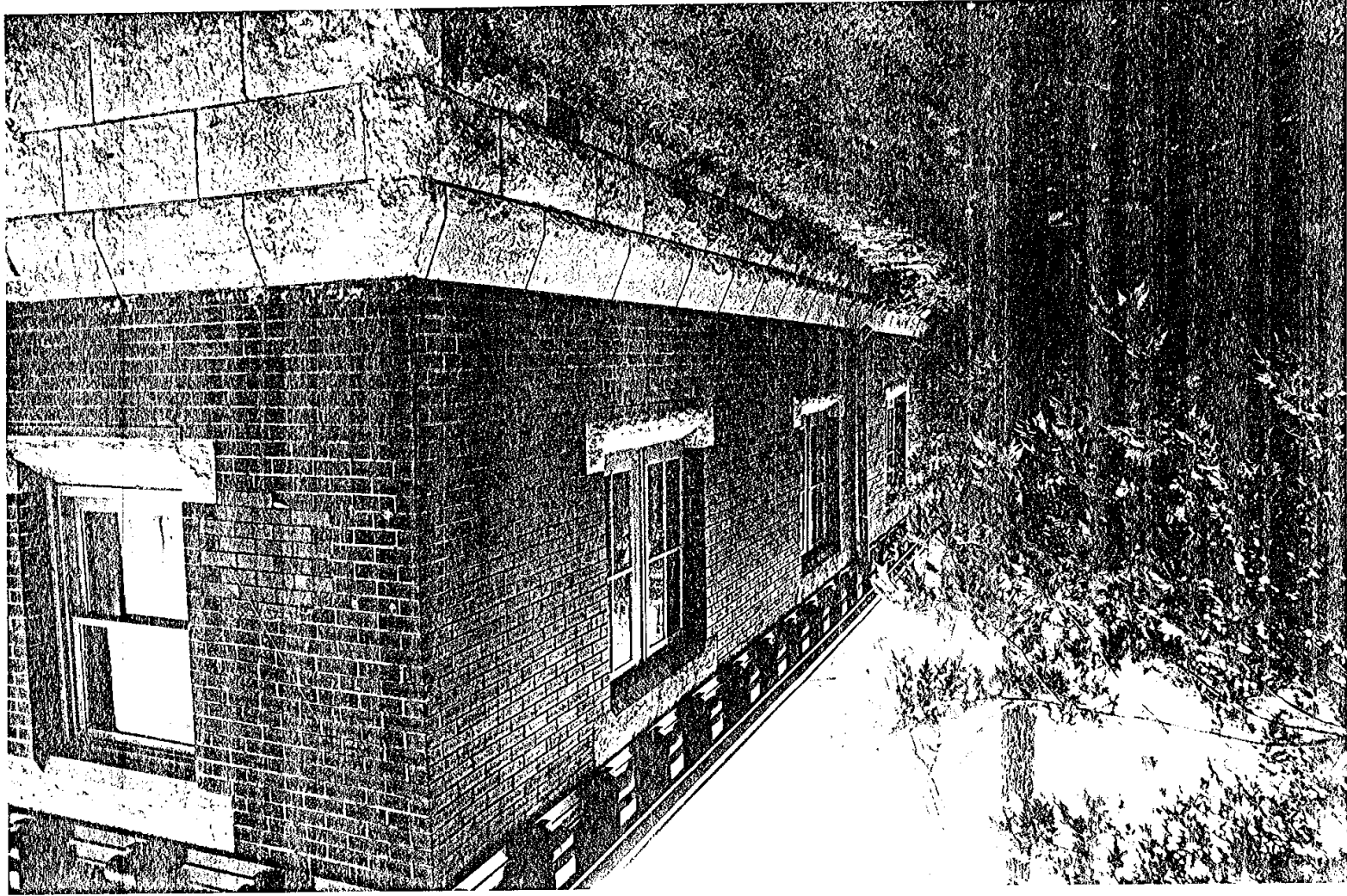
Photograph #5



Rear (east) facade of main building and
one-storey addition.

SCHEDULE "A"

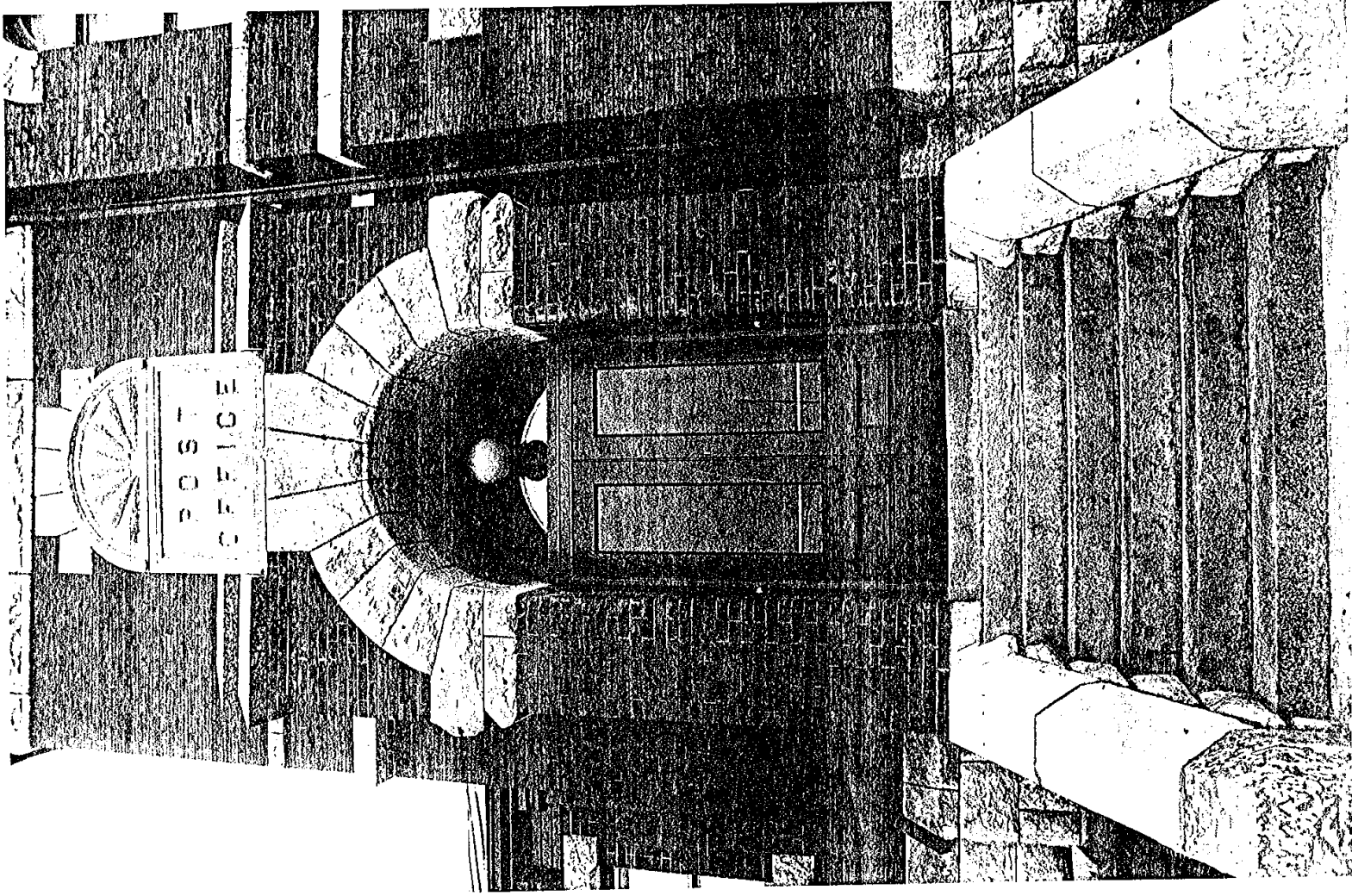
Photograph #6



North-west corner of building.

SCHEDULE "A"

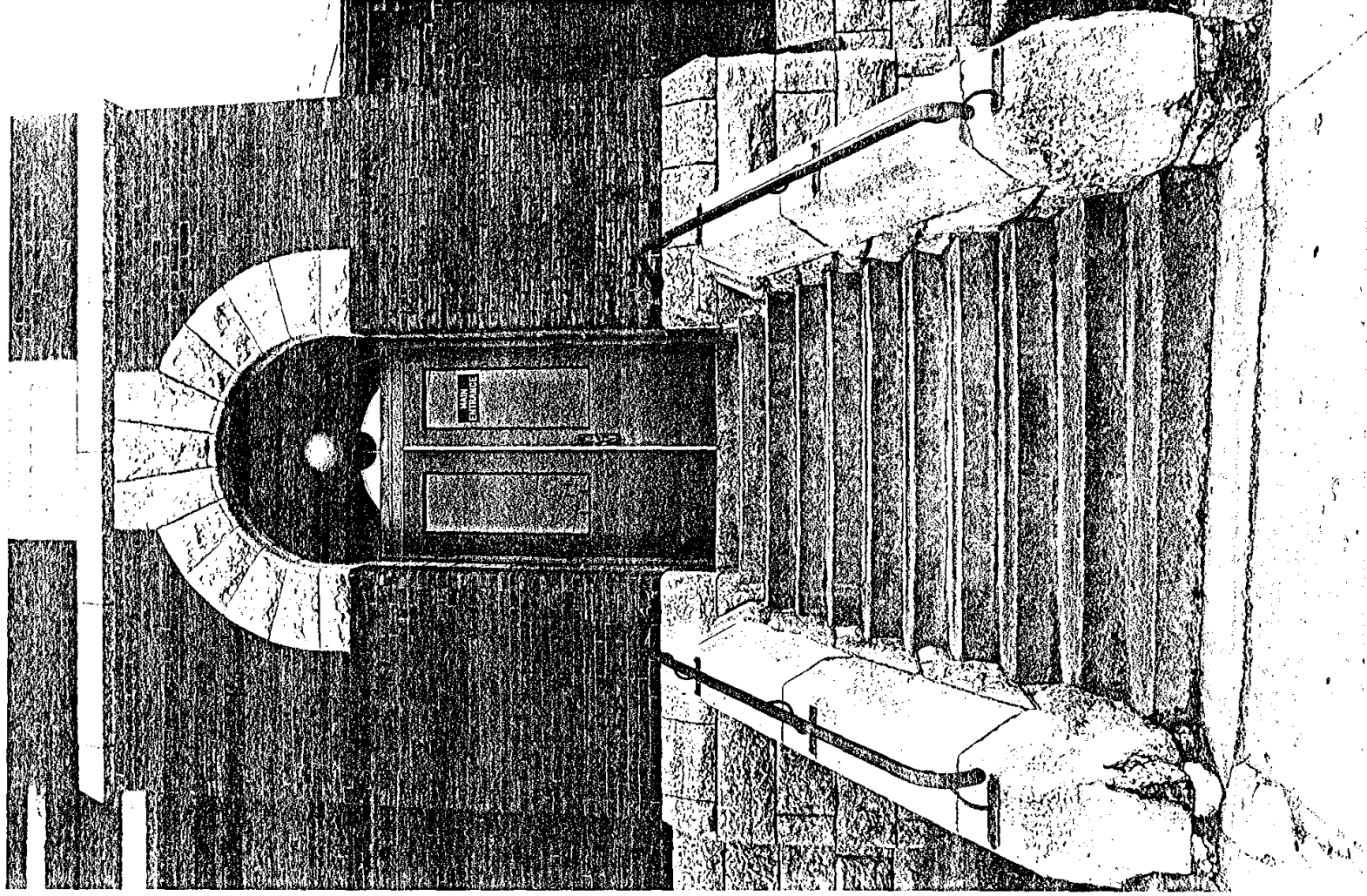
Photograph #7



Detail of Post Office entrance.

SCHEDULE "A"

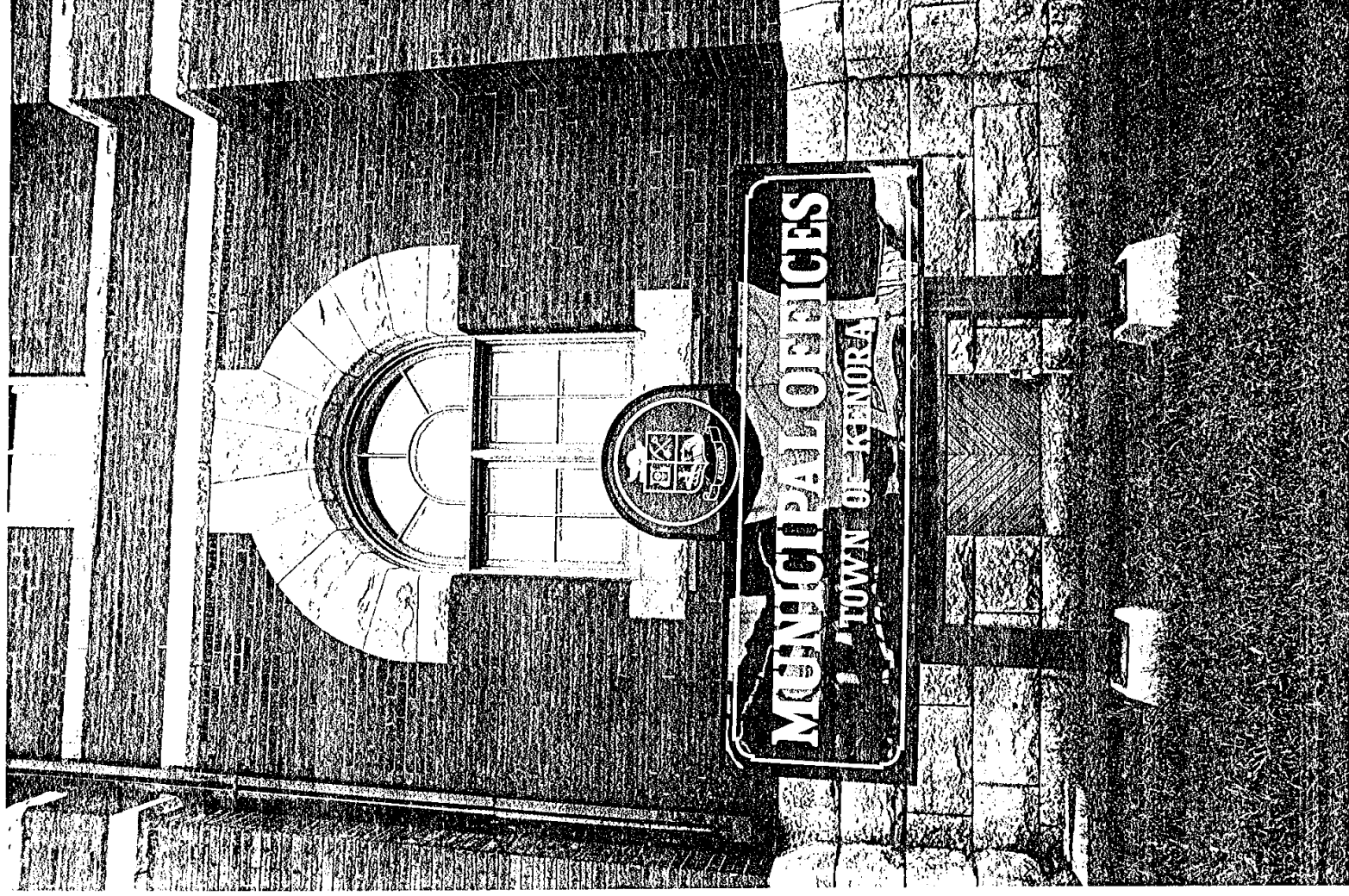
Photograph #8



Detail of Customs entrance.

SCHEDULE "A"

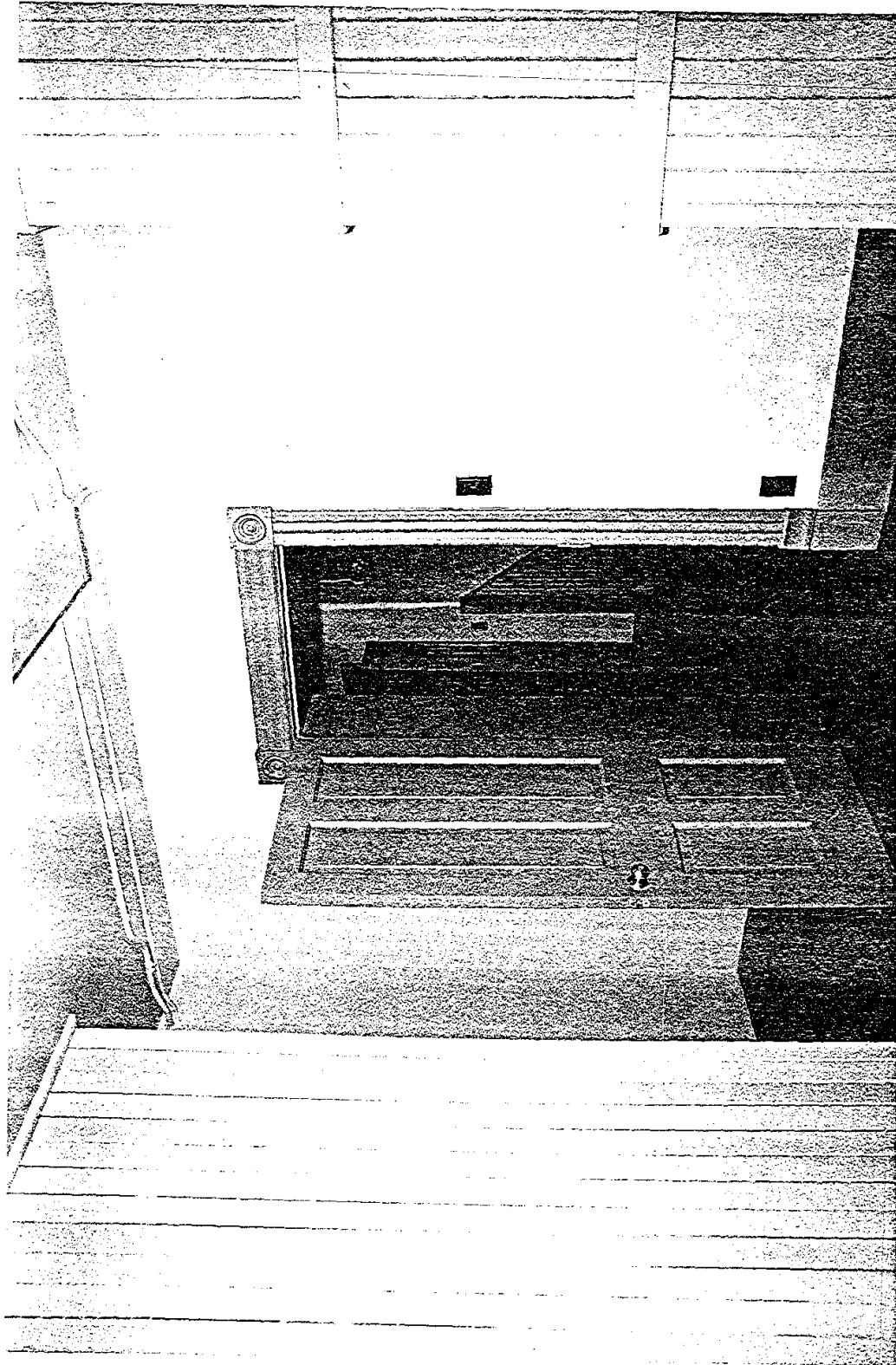
Photograph #9



West facade window detail and sign.

SCHEDULE "A"

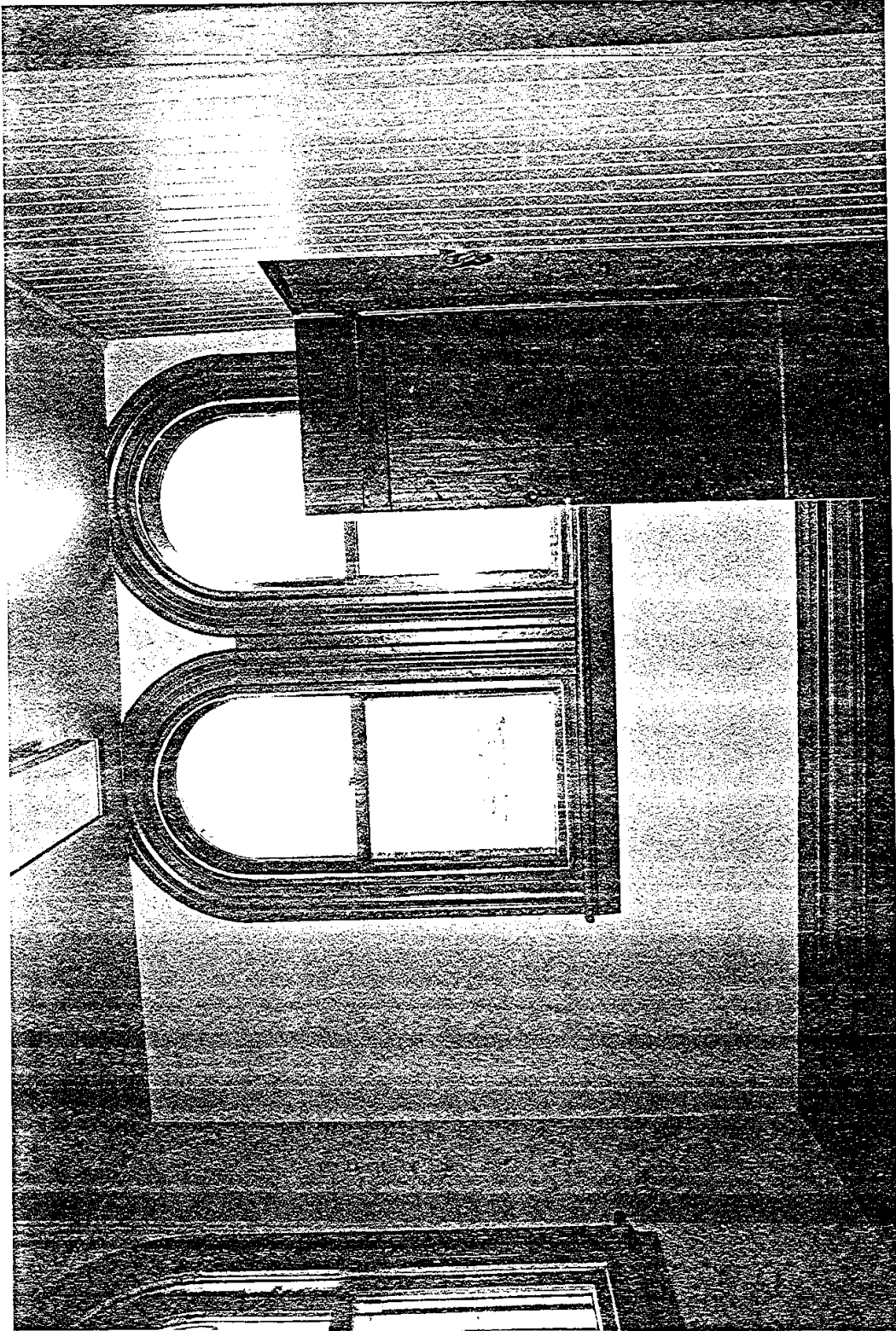
Photograph #10



Interior of tower chamber directly below clock mechanism room, showing detail of doorway. Enclosed stairway to mechanism room on left of photograph.

SCHEDULE "A"

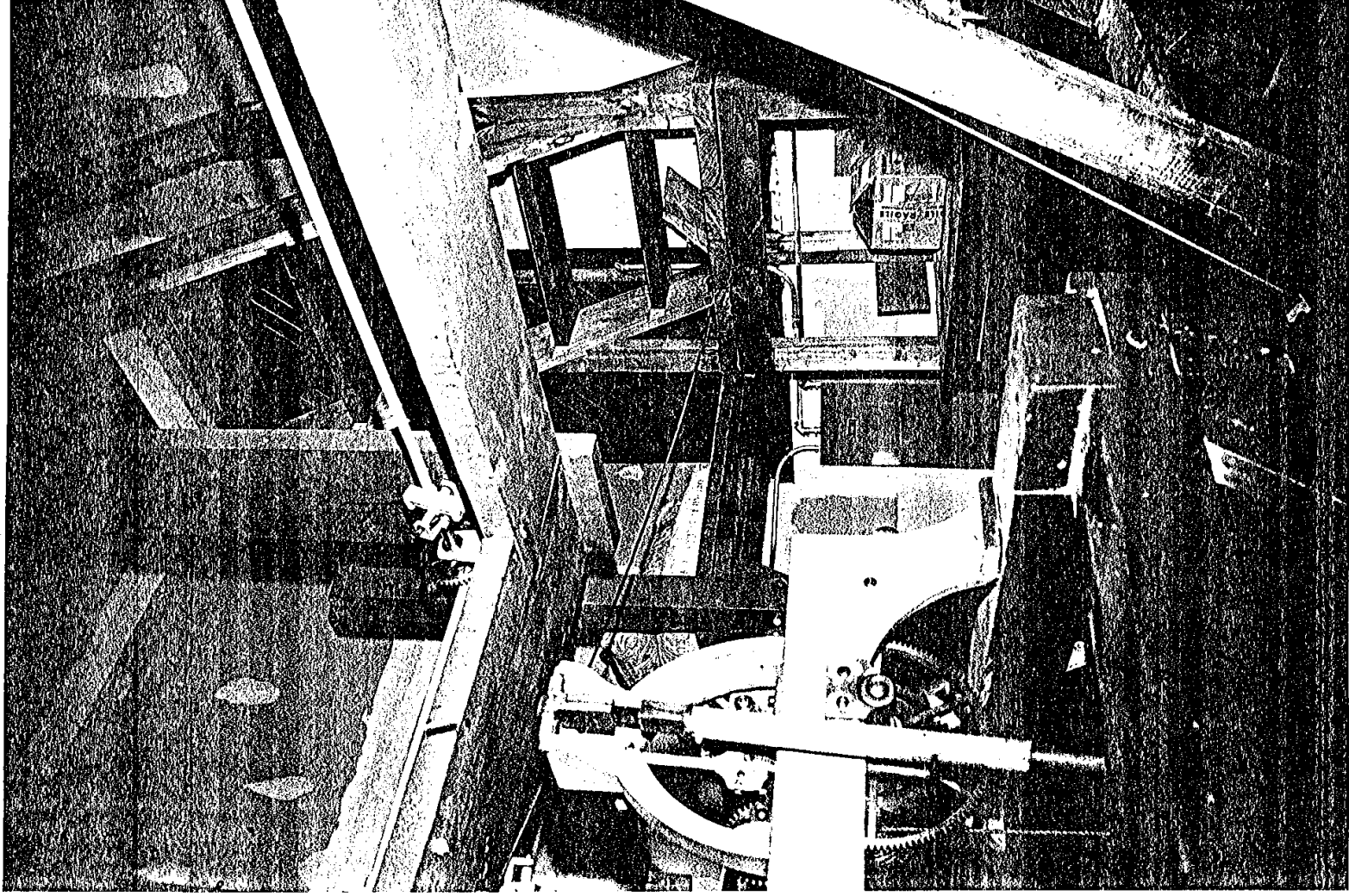
Photograph #11



Interior of tower chamber directly below clock mechanism room, showing detail of windows. Enclosed stairway to mechanism room on right of photograph.

SCHEDULE "A"

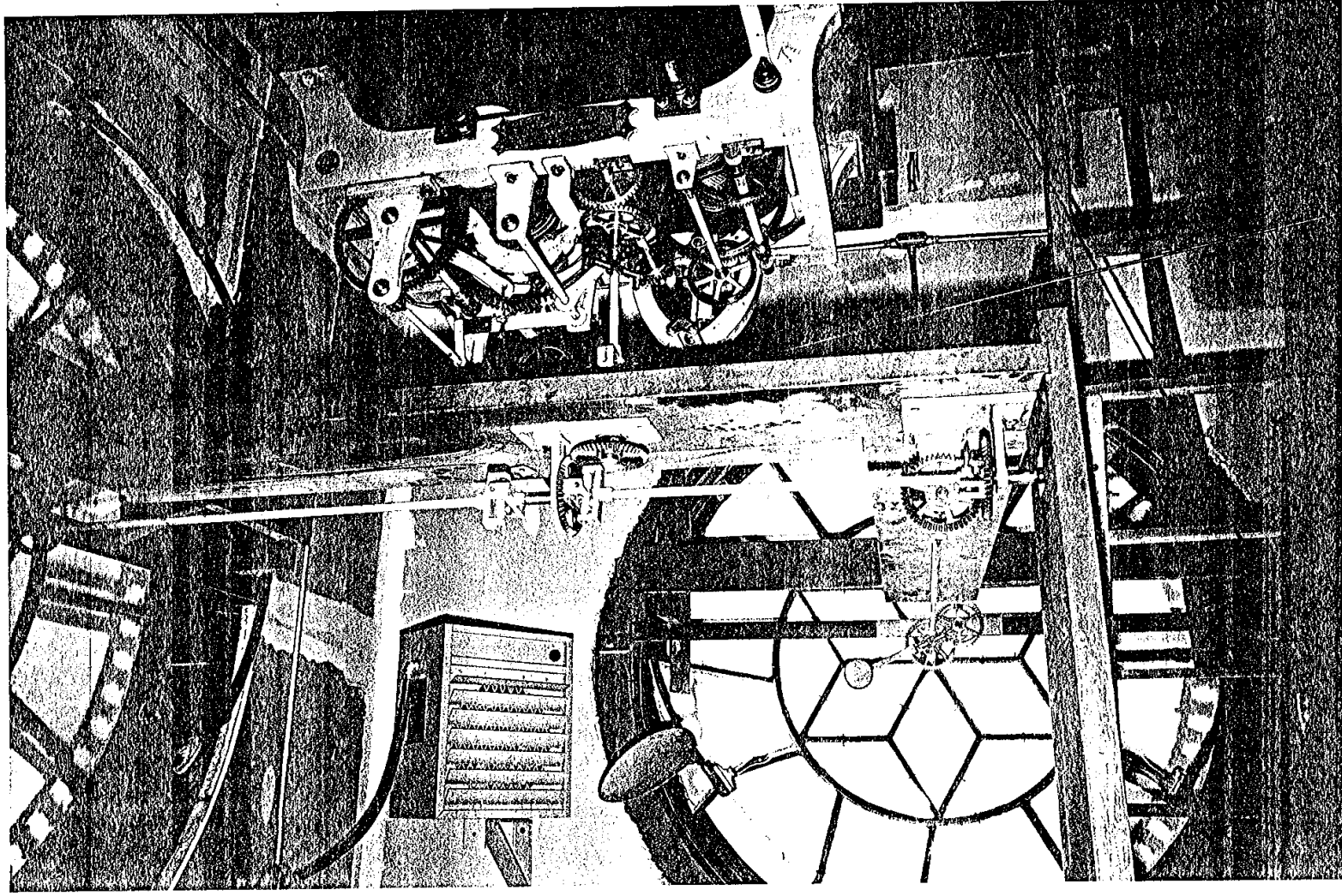
Photograph #12



Interior of clock mechanism chamber.

SCHEDULE "A"

Photograph #13



Detail of clock mechanism.

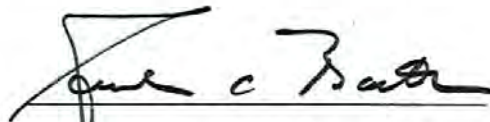
PROVINCE OF ONTARIO)
)
DISTRICT OF)
)
KENORA)
)

IN THE MATTER OF
the Ontario Heritage
Act, R.S.O. 1980,
c. 337

C O N S E N T

Pursuant to section 10 (1) (b) of the Ontario Heritage Act, R.S.O. 1980, c. 337, 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 Supplementary Agreement between THE CORPORATION OF THE TOWN OF KENORA, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 18th day of September, 1981, and do hereby certify that the said Supplementary 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 25th day of November, 1981.



Minister of Culture and Recreation
for the Province of Ontario.

20554

DATED: 18th day of September, 1981.

THE CORPORATION OF
THE TOWN OF
KENORA

- and -

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

SUPPLEMENTARY
AGREEMENT

PROPERTY OF THE
COUNTRY OFFICE

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

No. 20554
Registry Division of Kenora (No. 23)
I CERTIFY that this instrument is registered as of
3:15 P.M.

Registry Office
at Kenora,
Ontario.

NOV 30 1981

in the

P. Edmunds
REGISTRAR

REGISTRATION FEE		
NO TRANSFER TAX		
TAX		

Dep't.